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LONDON, AUGUST 16, 1890.

CURRENT TOPICS.

A NOTICE, which we print elsewhere, has been issued with regard to the new business to be brought before the Court of Appeal by the operation of the Supreme Court of Judicature (Procedure) Act. Motions for a new trial or to set aside a verdict, finding, or judgment on a trial with a jury, are to be entered in the same way as similar motions where there has been a trial without a jury; the notice of motion is to be an eight days' notice, and is to be served within the time directed by R. S. C., ord. 39, r. 4.

THE FIRST sitting in court of the Vacation Judge (Mr. Justice LAWRANCE) will take place on Wednesday next in Mr. Justice NORTH'S court at 10.30. Previously to the sitting in court, the learned judge will sit at 10 o'clock in the Lord Chancellor's court (usually occupied by Mr. Justice STIRLING) to hear chamber summonses adjourned for that purpose before the judge himself. Any business not disposed of in the preliminary half hour will stand over to a subsequent day to be then appointed.

FOR ORDINARY interlocutory applications before the Vacation Judge counsel's certificate of urgency is sufficient to enable the cause clerk to set them down in the paper; but no such rule applies to petitions during vacation, as to which an application to the judge is necessary before they can be set down to be heard. It does not appear why this difference of practice should exist; surely if counsel's certificate is good for the one class it ought to be for the other, especially seeing that the final decision whether a matter comes within the category of vacation business must necessarily rest with the judge.

THE DECISION of LOPES, L.J., in *Gordon & Hollands* v. *Silber* (reported elsewhere) seems to raise a new point with regard to the lien of an innkeeper upon the goods of his guest. Regarding the guest for the moment as the person to whom the innkeeper looks for payment, there is no doubt that the lien attaches upon all goods which he brings as his own, and which the host receives in his character of innkeeper. As to the guest's actual title to the goods, that is immaterial; it is the innkeeper's duty to receive them, and he cannot inquire into the title to them. In *Yorke* v. *Greenaugh* (2 Raym. 866) HOLT, C.J., cited as analogous the case of stolen goods delivered to a carrier; the carrier can retain them as against the true owner until his charges for the carriage have been paid. But it is otherwise if the innkeeper has notice of the guest's want of title: *Johnson* v. *Hill* (3 Starkie, 172); or if the goods are clearly not received as his: *Broadwood* v. *Granara* (10 Ex. 417). In the latter case the plaintiff lent a piano to a professional pianist who was staying as a guest at an inn, and the innkeeper was aware that it was the plaintiff's property. It was held that he had no lien. From

a remark made by PARKE, B., in the course of the argument it appears as though he considered that the lien only attached to goods which the innkeeper was compelled to receive. But this was not necessary for the decision of the case, and the idea was emphatically repudiated by a strong court in *Threfall* v. *Borwick* (L. R. 10 Q. B. 210). There, also, the question related to a piano, but as the innkeeper had, in fact, received it as his guest's, his lien was held to be indisputable, and it was immaterial whether he could have been compelled to take it in or not. "It is admitted," said COLERIDGE, C.J., "that in general an innkeeper has a lien on all goods which the guest brings with him as his own, whether they are his own or another's." And the result is in accordance with the law as laid down by WILDE, C.J., in *Smith* v. *Dearlove* (6 C. B. 132):—"The right of lien of an innkeeper depends upon the fact that the goods came into his possession in his character of innkeeper as belonging to a guest."

THE LAW, then, is perfectly clear as to the general right of lien upon the goods of a guest, but in the above cases there was only one guest in question, and of course it was to him that the innkeeper looked for payment. Suppose, however, that the principal guest is accompanied by others for whom it is his intention to pay, and that the innkeeper looks to him to do so. Does the lien in such a case attach to the goods of the secondary guests? It seems clear that the innkeeper is bound to receive the goods, and that he is bound also to keep them safely. The persons to whom they belong are none the less his guests because someone else is going to pay the bill. And if the lien is commensurate with the obligation—and some of the cases imply as much (see BRAMWELL, B., in *Threlfall* v. *Borwick*)—it must certainly be allowed. But, as we have said, in all these cases the payment was to be made by the guest. There thus arose between guest and host the relation of debtor and creditor, and it is difficult to see upon what ground any lien can be allowed apart from this. A possessory lien subjects "personal chattels belonging to the debtor to the claim of his creditor": Fisher on Mortgages, p. 173. Another way of stating the matter is that the lien depends upon an implied contract. In *Cowell* v. *Simpson* (16 Ves., at p. 280) Lord ELDON, C., said:—"Looking through the general doctrine of lien, as applicable to all cases except the purchase of an estate, with reference to which it has in a series of decisions been extended, it may be described as *primâ facie* a right accompanying the implied contract." On this ground accordingly it has been held that the lien may be displaced by a special contract whereby other security is substituted for it: *Angus* v. *McLachlan* (23 Ch. D. 330). It would seem, therefore, that where there is no contract, express or implied, there can be no lien, and consequently no lien would attach to the goods of the secondary guest. To this proposition it is possible to append the rider which appears to give the real ground of Lord Justice LOPES' decision—namely, that it must be at once evident to the innkeeper which are the goods of his principal guest and which of the secondary guest. If there is any doubt, he is under no obligation to clear this up, and he may assume that all the goods belong to the principal guest. Where the secondary guest is the wife of the principal, there is, of course, special ground for absolving the innkeeper from the duty of making any such discrimination.

THE LEGAL EVENT of the week has been the recovery of £10,000 damages in the breach of promise case of *Knowles* v. *Duncan* at the Lewes Assizes. We do not recall any case of the same class in which a jury has, except by consent, awarded anything like this sum. According to the learned editor of Chitty on Contracts (12th ed., p. 622, note (*s*)), the plaintiff in *Finney* v. *Lord Garmoyle*, in 1886, recovered £10,000 by consent; but a few years ago a good deal of remark was occasioned by a verdict for £3,500 in an action for breach of promise; and in *Berry* v. *Da Costa* (14 W. R. 279, L. R. 1 C. P. 331) the learned judge who tried the recent case (then Mr. HUDDLESTON, Q.C.) moved for a new trial on the ground that damages amounting to £2,500 were excessive, contending that the judge who tried *Berry* v. *Da Costa* ought to have told the jury that the damages were to be measured simply by the loss the plaintiff had sustained by the defendant's breach of promise—viz., the loss of an advantageous settlement for life. But the court held that there was no misdirection, and WILLES, J., laid it down that "in ascertaining the proper amount of damages in an action for breach of promise of marriage, the jury are not limited to the mere pecuniary loss which the plaintiff has sustained, but may take into their consideration the injured feelings and wounded pride of a woman to whom such a wrong has been done." And MONTAGUE SMITH, J., added that "in commercial cases there is something like a standard by which the court may judge of the propriety of the verdict given. But in cases of this sort it is peculiarly the province of the jury to say, from all the surrounding circumstances, what compensation the injured party is entitled to receive. It is quite impossible to analyze the elements of the verdict. The jury are clearly entitled to take into their consideration the wounded feelings and the altered social position of the plaintiff, and also the condition in life of the defendant." These observations appear to fully bear out the rule, laid down in Sedgwick on Damages, as prevailing both in this country and in America, that "in this action, though in form *ex contractu*, it being impossible from the nature of the case to fix any rule or measure of damages, the jury are allowed to take into consideration all the circumstances; and, provided their conduct is not marked by prejudice, passion, or corruption, they are permitted to exercise an absolute discretion over the amount of compensation." It is stated in Chitty on Contracts (p. 622) that in no reported case of breach of promise has a new trial been granted for excess of damages. It is rather odd that in the recent case the learned judge (so far as appears from the *Times* report of his summing up) did not put this absolute discretion before the jury. He is reported to have said that, "If he [the defendant] had seduced the young lady under the promise of marriage, they might have taken that into consideration. But there had been, happily, no seduction. The question was, What had the young lady lost by the breach of the promise to marry her?" and proceeded to refer to the evidence of the defendant's means. Is the rule laid down in *Smith* v. *Woodfine* (1 C. B. N. S. 660) and *Berry* v. *Da Costa* (*ubi suprà*) limited to cases of seduction? The circumstances of the recent case will, by the way, afford a strong argument against the carrying into effect of the resolution moved by Mr. HERSCHELL, Q.C., and carried in the House of Commons in 1879, in favour of the abolition of the action for breach of promise to marry "except in cases where actual pecuniary loss has been incurred by reason of the promise, the damages being limited to the amount of such loss."

IN THE CASE of *Re Holmes*, *Holmes* v. *Holmes*, the validity of the bequest of corporation bonds to a charity was again in question, and it would seem, from the remarks made by KAY, J., that the recent decision of the Court of Appeal in *Re Thompson*, *Bedford* v. *Teal* (*ante*, p. 602), is not to be extended, a result, indeed, which, from the very special nature of the reasoning used, might have been anticipated. One of the securities then before the court was a bond of the Dewsbury Corporation, by which the money advanced was charged, in the first place, on the profits of the waterworks, and, as a collateral security, on the borough fund. Evidence was given that the borough fund consisted partly of the rents of real estate. A similar bond was considered by NORTH, J., in *Re Hutton* (32 SOLICITORS' JOURNAL, 241), and was held to be impure personalty, on the ground that it involved a charge on rents. He acknowledged the absurdity of the result, and in this STIRLING, J., agreed with him, yet none the less the latter judge felt bound to come to a similar conclusion in *Re Thompson*. But in the Court of Appeal attention was called to the provisions of section 92 of the Municipal Corporations Act, 1835 (substantially repeated in the Act of 1882), regulating the application of the borough fund. Subject to a clause saving all rights existing by virtue of any mortgage, it is to go to certain specified purposes, including the payment of the salaries of the mayor and other officers, and, if there is a surplus, it is to be applied to the benefit of the inhabitants and the improvement of the borough. As to the saving clause, the Court of Appeal seem to have held

that it applied only to rights existing at the time of the Act, and that all subsequent mortgages can take effect only after the statutory payments have been made. In other words, the effect of the bonds is to create a charge on the surplus, and it is to be presumed that the only remedy which the bondholders have is to attach such surplus in the hands of the treasurer. Thus their security does not entitle them to take the rents of the real estate as such, and the reasoning of *Re Hatton* is inapplicable. This result is a very convenient one for charities; but, of course, it depended on the form of the particular bonds. In the case of *Re Holmes*, before KAY, J., a bond of the Manchester Corporation was in question, and this created a charge, not only upon the city rate, but also upon all landed property of the corporation. Whatever, then, might be the effect of the first charge, the second directly affected real estate, and so brought the bond within the Mortmain Act. It was argued that the decision in *Re Thompson* was in point, but the learned judge repudiated the notion with some warmth, and it may be inferred that he very much doubted its correctness. At any rate, its effect is not likely to extend beyond the case of bonds precisely similar to those there in question.

THE SALE OF the goodwill of a business appears to be a different matter from the sale of the customers. In the former case it is, of course, well established that, in the absence of any express covenant, the vendor can immediately start again in the same line of business on his own account, and may not only deal with, but even solicit, his former customers. Lord ROMILLY, M.R., indeed, refused in *Labouchere* v. *Dawson* (L. R. 13 Eq. 322), to concede the last point, holding that for the vendor to solicit old customers was to depreciate from the value of the thing sold—in other words, to derogate from the grant. And JESSEL, M.R., in *Ginesi* v. *Cooper & Co.* (14 Ch. D. 596) and *Leggott* v. *Barrett* (15 Ch. D. 306), held that not only soliciting old customers, but even dealing with them, was a fraud on the contract of sale, and so would be restrained. But this not unreasonable view of the matter was, in the latter case, overruled by the Court of Appeal, and in *Pearson* v. *Pearson* (27 Ch. D. 145) the whole attempt to give a practical value to a transfer of goodwill was finally defeated, apparently on the ground of the impossibility of drawing a line between soliciting customers by the mere fact of opening a new business, which was admitted to be lawful, and soliciting them by direct application. But there is, of course, no reason to extend this principle to such a case as *Davis* v. *Smaggasgale* (reported elsewhere), in which the Court of Appeal have upheld the decision of NORTH, J. The agreement there was not for the sale of the goodwill of the business in the usual terms, but included an express agreement on the part of the vendor to "render" to the purchaser all his customers. This could only mean, as BOWEN, L.J., put it, that he was, so far as possible, to deliver up the customers, that is, to introduce them to the purchaser, and then abstain from further dealing with them on his own account. It is clear that any subsequent solicitation of them would be a direct attempt to detract from the effect of the delivery, and there are no practical reasons, such as those suggested in *Pearson* v. *Pearson*, for refusing to restrain it as a derogation from the grant.

THE LIEN OF TOWN AGENTS.

WE report elsewhere a useful decision by Mr. Justice CHITTY in a case of *Re Maud* with respect to the lien of a town agent as against the country solicitor's client; and, although it professes to be based on the authority of *Lawrence* v. *Fletcher* (27 W. R. 937, 12 Ch. D. 858), it seems to give a more correct version of the true principle applicable to the matter than is to be found in that case. That the town agent has a lien to some extent upon the papers in his possession has been for a long time admitted. In *Farewell* v. *Coker* (2 P. Wms. 459), decided in 1728, KING, L.C., drew attention to the fact that the town agent looks only to the credit of the country solicitor; nevertheless, he said that he would take no papers out of his hands till he was paid; and a declaration in favour of his lien was made by ELDON, L.C., in *Ward* v. *Hepple* (15 Ves. 297). Some of the early cases, however, seemed to favour the idea that the lien was limited to the amount of the agency charges in the particular matter, and, moreover, that it was not dependent upon the consideration whether there was in fact anything due from the client to the country solicitor. The first point was suggested in *Moody* v. *Spencer* (2 D. & R. 6), and in *Dicas* v. *Stockley* (7 C. & P. 587). LITTLEDALE, J. said:—"The agent has only a lien upon the money recovered, and upon the papers in his hands, in the particular cause, for the amount due to him by the attorney in that particular cause only." And as to the second point, it may be noticed that in *White* v. *Royal Exchange Assurance* (1 Bing. 20), the agent's lien, to the extent of his agency charges in the particular cause, was upheld, although by set off nothing was due from the client to the attorney.

But in both particulars the law has undergone alteration. In the first place, the notion of the lien being confined to the agency charges has been quite given up. It has long been settled that, as against the country solicitor, the lien extends to the general balance due from him, and as against the client the lien extends at least to the whole costs due from him in the particular business. In *Bray* v. *Hine* (6 Price, 203), where the client had paid these to the town agent in order to get back his papers, it was held that the latter was entitled to retain the whole amount as against the country solicitor's assignees in bankruptcy. Accordingly Mr. WHITLEY STOKES, in his Liens of Attorneys (p. 180), thus formulates the rule: "As against the country attorney the agent's lien is general: as against the client his lien is only particular. In other words, as between the country attorney and the agent, the latter's lien extends to all costs for all agency business and disbursements due to him from the former. But as between the client and the agent, the latter's lien only extends to the costs of the particular suit in which the subject-matter was received." And this was said by FRY, J., in *Lawrence* v. *Fletcher* (*suprà*), to be a correct statement of the law. In fact, however, it seems to stand midway between the principle referred to above, that the lien is restricted to agency charges in the particular matter, and the principle adopted by CHITTY, J., that it extends to the whole indebtedness of the client to the country solicitor.

To follow this development it is necessary to notice, in the second place, that, in spite of the decision in *White* v. *Royal Exchange Assurance* (*suprà*), it is now clear that the lien of the town agent is dependent entirely upon the fact that something is really due from the client to the country solicitor. Where, in fact, the latter has been paid, the lien is gone: *Waller* v. *Holmes* (9 W. R. 32), *Peatfield* v. *Barlow* (L. R. 8 Eq. 61), *Vyse* v. *Foster* (23 W. R. 413); and this whether the payment has been made by the client directly or by somebody else who has advanced money on his behalf for the purposes of the suit: *Cockayne* v. *Harrison* (L. R. 15 Eq. 298). Such being the case, there seems to be no reason why the converse should not hold, and why, if the client is indebted to the country solicitor for other matters than that in which the town agent has been employed, the lien of the latter should not attach to the extent of such indebtedness. The rule in this form is stated by Mr. CORDERY (The Law relating to Solicitors, p. 296) as follows: "The retaining lien of the London agent against the country solicitor is general, *i.e.*, for all costs due from the country solicitor in respect of agency business and disbursements generally, but as against the client the agent's lien is limited to the extent of the indebtedness of the client to the country solicitor." This refers in terms to retaining liens only, but in *Lawrence* v. *Fletcher* (*suprà*), FRY, J., disclaimed the idea of there being any distinction in this respect between retaining liens and charging liens. The true note, indeed, was struck by JAMES, L.J., in *Vyse* v. *Foster* (*suprà*) when he said that the town agent could have no lien except to the extent of the lien possessed by the country solicitor, and conversely it seems to follow that exactly to that extent he has a lien. In general, as was said by MARTIN, B., in *Re Andrews* (7 H. & N., at p. 90), a lien is not transferable, but there is an exception in the case of a solicitor, who may transfer his lien to his agent.

Thus the lien is limited neither to agency charges in the particular matter, as first supposed, nor to costs in the same matter, as stated by Mr. WHITLEY STOKES, and apparently by FRY, J., in *Lawrence* v. *Fletcher*, but, according to the principle

adopted by CHITTY, J., it is a general lien as against the country solicitor, limited by the indebtedness of the client to him. Whatever lien the country solicitor has against the client can be taken advantage of by the town agent in order to enforce his general claims against the country solicitor. The result is, as CHITTY, J., said, that the client gets back his papers when he pays his bill, and it is a matter of indifference to him whether the money is paid to the country solicitor or to the town agent.

THE ATTORNMENT CLAUSE IN MORTGAGES.

I.

AT law the mortgagor who remains in possession of the mortgaged land can take the rents for his own use, he is not the agent of the mortgagee to receive the rents, he is not even the tenant at will of the mortgagee, but the latter may at any moment treat him as a trespasser: *Moss* v. *Gallimore* (1 Doug., at p. 283).

The mortgagee can at any time enter into the receipt of the rents of that part of the property that is in lease, he has only to give notice to the tenants to pay their rents to him. We shall not consider the exceptional case where the mortgage was made before 1882, and contains no power of leasing, and the mortgagor grants a lease without the concurrence of the mortgagee.

It is, however, competent for the mortgagor and mortgagee to enter into an agreement, which may be made either simultaneously with or subsequently to the mortgage, altering the nature of the mortgagor's possession, and making him the tenant of the mortgagee or of a stranger: *Jolly* v. *Arbuthnot* (4 De G. & Jo. 224).

It is hardly necessary to say that the effect of such an agreement is not altered by its being contained in the mortgage deed itself, there is no objection to embodying two agreements, or a conveyance and a contract, in one instrument.

The clause which till lately was commonly used for this purpose is the well-known "attornment clause," by which the mortgagor "attorns and becomes tenant to" the mortgagee, at a rent, generally of the same amount, and payable on the same days as the interest, and which contains provisions (1) that the rent shall be applied towards payment of the interest, (2) that the mortgagee may at any time enter and put a stop to the tenancy created by the attornment, and (3) that the attornment is not to make the mortgagee liable to account as mortgagee in possession.

It is perfectly clear that the clause in question, apart from the question whether it may not be altogether void under the provisions of the Bills of Sale Acts, a question which we shall discuss hereafter, creates the relationship of landlord and tenant between the mortgagee and mortgagor: *Daubuz* v. *Lavington* (13 Q. B. D. 347), *Re Willis* (21 Q. B. D. 384), *Mumford* v. *Collier* (25 Q. B. D. 279); and that even if the attornment is to a second mortgagee: *Morton* v. *Woods* (L. R. 4 Q. B. 293), *Ex parte Punnett* (16 Ch. D. 226). Notwithstanding various *dicta* to the contrary, it must be regarded as settled that the mere fact of a mortgage containing an attornment clause will not render the mortgagee liable to account on the footing of wilful default as mortgagee in possession for the rent reserved by the attornment clause, unless he actually takes possession under it: *Stanley* v. *Grundy* (22 Ch. D. 479). Notwithstanding this decision, the prudent practitioner will always insert in the clause the express provision already referred to, that the mortgage shall not be so liable.

It should, perhaps, be observed that if the rent reserved exceeds the interest, it may, in the absence of express provision, be applied in payment of the principal: *Ex parte Harrison* (18 Ch. D. 127), overruling *Hampson* v. *Fellows* (L. R. 6 Eq. 575). So long as the interest is paid regularly the mortgagee does not ask for his rent, but, if interest falls into arrear, he can distrain for the rent, and can apply the surplus of the proceeds, after providing for the interest due, in reduction of the principal.

If the rent reserved is much greater than the real rental value of the property, the clause may be held to be void as being a fraud on the creditors of the mortgagor in case of his bankruptcy: *Ex parte Williams* (7 Ch. D. 138), *Ex parte Jackson* (14 Ch. D. 725); though if the rent is fair this will not be the case: *Re Stockton Iron Furnace Co.* (10 Ch. D. 335), *Ex parte Voisey* (21 Ch. D. 442).

A landlord can at any time distrain for rent in arrear, and where he seeks to recover possession of the land against a tenant whose term has expired, or has been duly determined by notice to quit, or against a person claiming under such tenant, he can indorse his writ of summons specially under Ord. 3, r. 6. We have to consider whether the tenancy created by the attornment gives to the mortgagee either or both of these remedies. There can be no doubt that this would be the case if it were not for the provisions of the Bills of Sale Acts. The Bills of Sale Act, 1878 (41 & 42 Vict. c. 31), provides that—

Section 6. "Every attornment, instrument, or agreement, not being a mining lease, whereby a power of distress is given or agreed to be given by any person to any other person by way of security for any present, future, or contingent debt or advance, and whereby any rent is reserved or made payable as a mode of providing for the payment of interest on such debt or advance, or otherwise for the purpose of such security only, shall be deemed to be a bill of sale within the meaning of this Act of any personal chattels which may be seised or taken under such power of distress.

"Provided that nothing in this section shall extend to any mortgage of any estate or interest in any land, tenement, or hereditament which the mortgagee, being in possession, shall have demised to the mortgagor as his tenant at a fair and reasonable rent."

There are four questions for consideration.

(1) Assuming that the ordinary attornment clause is rendered invalid by the Act, does its invalidity affect the validity of any other part of the mortgage deed in which it is contained?

(2) Does the ordinary attornment clause enable the mortgagee to recover land under Ord. 3, r. 6?

(3) Does the ordinary attornment clause enable the mortgagee to distrain?

(4) What is the meaning of, and how can the mortgagee bring himself within, the proviso at the end of the clause?

It used to be considered that there was a distinction between a deed made void in part by statute and one made void in part by common law. It was said that "the statute is like a tyrant, where he comes he makes all void, but the common law is like a nursing father, and makes void only that part where the fault is, and preserves the rest": *per* TWISDEN, J., citing Lord HOBART, *Maleverer* v. *Redshaw* (1 Mod. 35). But this distinction does not hold at the present day. Of course the statute may make the deed void altogether, but if you can separate the legal from the illegal part of the deed, then, whether the illegality is created by common law or statute, you may reject the bad part and keep the good, but if you cannot separate the illegal from the legal part the deed is altogether void: see *per* WILLES, J., *Pickering* v. *Ilfracombe Railway Co.* (L. R. 3 C. P., at p. 250). Examples of this rule will be found in *Gaskell* v. *King* (11 East, 165), where a lease contained a covenant to pay rent free from taxes, and a covenant to pay, *inter alia*, income tax. The latter covenant was void by statute, but it did not prevent the former covenant from being enforced. In *Payne* v. *Mayor, &c., of Brecon* (3 H. & N. 572), where the corporation by deed secured money borrowed for a purpose for which the borough fund was inapplicable, though the security was bad, yet a covenant for payment in the deed was held to be good.

The cases on the Bills of Sale Acts conform to this distinction. In *Davies* v. *Rees* (17 Q. B. D. 408) the bill of sale contained a covenant to pay and an assignment of chattels personal and of no other property, and was held to be bad as an assignment. It was held that the covenant was also avoided on the ground that the whole bill of sale was bad, and that the covenant to pay was an integral part of the bill. In *Thomas* v. *Kelly* (13 App. Cas. 506), where a bill of sale assigned certain personal chattels specifically described in the schedule and other personal chattels not described in the schedule, it was held bad as to all the chattels. But, on the other hand, in *Re Burdett* (20 Q. B. D. 310), where personal chattels and other property were mortgaged by a deed not in the statutory form, it was held to be void as to the personal chattels but good as to the other property described comprised in it, on the ground that it was possible to sever the security on the personal chattels from that on the other property.

It appears to be clear that the attornment clause can be separated from the other clauses in a mortgage, and that, therefore, even if the attornment clause is void, its invalidity will not prevent the residue of the deed from having its effect.

REVIEWS.

LUNACY.

THE STATUTES RELATING TO LUNACY, COMPRISING THE LAW WITH RESPECT TO PAUPER LUNATICS, HOSPITALS, AND LICENSED HOUSES, INQUISITIONS IN LUNACY, AND CRIMINAL LUNATICS. By JOHN FREDERICK ARCHBOLD, Barrister-at-Law. THIRD EDITION. By S. G. LUSHINGTON, M.A., B.C.L., Barrister-at-Law. Shaw & Sons.

Considering the radical change that has been made in the law of lunacy, and that this edition means practically a new work, it might have been as well to have allowed the so-called editor his proper place on the title-page as author. That, however, is a matter that does not touch the efficiency of the treatise, and the profession should be indebted to Mr. Lushington for the expedition with which he has produced it. The law of criminal lunatics is given fully in Part II. Part I. is the more important, and deals with the general law. The bulk of it consists naturally of the Lunacy Act, 1890, with notes. But prefixed to this is a very useful and well arranged introduction stating the effect of the new statute. The editor, in the preface, calls attention to the chapters on reception orders, and on the care, treatment, and visitation of lunatics, as having been specially designed for practical use. They appear to be admirably adapted in style and arrangement for this purpose. As to the Act itself, the notes to this are carefully done, the changes in the law are pointed out, and, especially in the sections on the management and administration of estates, the cases are fully collected. Fortunately, the new rules were issued in time to be included as an appendix. The type and general arrangement of the book are all that could be desired.

NEW ORDERS, &c.

MOTIONS FOR NEW TRIALS IN THE COURT OF APPEAL.

Every motion for a new trial or to set aside a verdict, finding, or judgment where there has been a trial thereof, or of any issue therein with a jury, is to be entered in the Court of Appeal, in the same way as motions by way of appeal to the Court of Appeal are now entered where there has been a trial without a jury. The motions will be subject to ord. 39, r. 4, and will be brought before the Court of Appeal in like manner as an appeal.

CASES OF THE WEEK.

Court of Appeal.

DAVIS *v.* **SMAGGASGALE**—No. 1, 7th August.

SALE OF GOODWILL OF BUSINESS—"RENDER OF CUSTOMERS"—RIGHT OF VENDOR TO SUPPLY FORMER CUSTOMERS.

This was an appeal from the decision of North, J., reported *ante*, p. 677. The plaintiff was the purchaser from the defendant of the business of a varnish and polish manufacturer under an agreement in writing dated the 29th of September, 1887, and signed by the defendant in the following terms:—"This agreement witnesseth that I, Alfred Smaggasgale, hereby agree for the sum of £500 to render to Charles John Davis all my customers, receipts for making varnishes and polishes, machinery, stock, fixtures, and utensils, and I further agree not to make or cause to be made for me any varnish for the purpose of again serving the trade." A motion was made to restrain the defendant till the trial from soliciting any person who was a customer of the defendant prior to the 29th of September, 1887, to deal with the defendant or not to deal with the plaintiff in varnish or polish, or from otherwise dealing in the same with such customer. North, J., granted the injunction, and the defendant appealed. It was agreed on the hearing of the appeal that it should be treated as the trial of the action.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the question entirely turned on the meaning of the phrase "to render all my customers." Was it larger or smaller than an agreement to cease to solicit his customers? According to the ordinary sense of the words it was larger. It meant to give up the customers, to hand them over, not of course as a *corpus*, but as customers. Therefore the defendant could not keep them as customers without infringing the agreement. An injunction must therefore go to restrain him from in any way dealing with them. LINDLEY, L.J., said that the agreement was in most peculiar language, but he was clear that it meant more than merely abstaining from soliciting customers. It was impossible for the defendant, in accordance with the agreement, to deal with his former customers after signing it. BOWEN, L.J., said that the phrase, "I agree to render all my customers," meant "I will introduce them to the plaintiff and will thereafter abstain myself from dealing with them."—COUNSEL, *Maidlow; Cozens-Hardy*, Q.C., and *Talbot Crossfield*. SOLICITORS, *Tatham, Oblein, & Nash; Double*.

"THE ACCOMAC"; PANDORF & CO. *v.* **TAPSCOTT STEAMSHIP CO.**—No. 1, 7th August.

SHIP—CHARTER-PARTY—NEGLIGENCE IN COURSE OF NAVIGATION.

This was an appeal from Butt, J. The plaintiffs sued the defendants for damages for injuries sustained by a cargo of rice shipped by them on board the defendants' ship, *The Accomac*, from Rangoon to London. The defendants claimed to be protected by a clause in the charter-party which exempted them from liability for any act, default, or negligence of the master or crew in the course of navigation. It appeared that the rice arrived in good condition, and that *The Accomac* went into the Victoria Docks to discharge. While lying moored at the quay and in process of discharging her cargo some contractors came to make certain repairs to one of her bilge pumps, which had got out of order. In order to remove this pump it became necessary to take away a certain cock which stopped a pipe leading from the ballast tanks. The pipe was above the tanks, but if the sea cock was left open the water would rise to the level of the pipe and would escape down it. The cock was removed by the contractors, and the pipe was not plugged or stopped up. A few days later the chief engineer opened the sea cock in order to fill the ballast tanks. He omitted to close it after filling the tanks, and accordingly the water escaped down the pipe into the fore part of the vessel and injured the cargo. Butt, J., held that the damage was caused by the joint negligence of the contractors and the chief engineer, and therefore that the clause in the charter-party did not apply. The defendants appealed.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that although the charter-party voyage was not over, the actual voyage was, since the vessel was moored at the quay. Therefore, whether the damage was caused by the joint negligence of the contractors and the chief engineer, or by that of the latter alone, it was absurd to say that the injury was caused in course of navigation. *The Accomac* was no longer in process of navigation. The accident was, therefore, not within the terms of the exception. LINDLEY, L.J., said that no one accustomed to the ordinary use of language could, without straining it to breaking point, say that the accident occurred in the course of navigation—that was to say, in the ordinary course of the voyage. BOWEN, L.J., gave judgment to the same effect.—COUNSEL, *J. G. Barnes*, Q.C., and *Joseph Walton; Finlay*, Q.C., and *Hollams*. SOLICITORS, *W. A. Crump & Son; Hollams, Son, & Coward*.

Re **EARL OF RADNOR'S TRUSTS**—No. 1, 7th August.

SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), SS. 37, 53—HEIRLOOMS—SALE BY TENANT FOR LIFE—ORDER OF COURT.

Appeal from an order of Chitty, J., sanctioning the sale, under section 37 of the Settled Land Act, 1882, of three pictures which, amongst others, had been settled by the will of the late Earl of Radnor a year previously to follow the settled estates and the title. The case is reported *ante*, p. 676. The application for leave to sell was made by the present Earl of Radnor, the tenant for life, and was supported by his eldest son, Lord Folkestone, who was of age, but it was opposed by the earl's brother and by the sole surviving trustee under the will, Lord Penzance. There was no tenant in tail in existence.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that Lord Radnor, the present tenant for life, upon the best consideration of the condition and interests of the family, and with the concurrence and support of the next tenant for life, his eldest son, came to the conclusion that it would be desirable to sell three of the most valuable of the pictures, part of the heirlooms. The tenant for life's right to sell the heirlooms depended on section 37 of the Settled Land Act, 1882. The testator's desire was that the heirlooms should go with the settled estates. The Legislature, however, had thought it right that persons who became tenants for life of settled lands should have power to sell the settled lands, and the mansion house, and also the heirlooms. There was a fetter placed by section 37 upon the sale of the heirlooms—namely, an order of the court. The tenant for life, under the section, had to take the first step and to decide whether the heirlooms ought to be sold. He had then to obtain the order of the court. Therefore, to make the sale effective, the concurrence of the court and of the tenant for life was necessary. Was there anything in the Act to indicate how that combined discretion should be exercised? Section 53 dealt with that matter, and under it the tenant for life was to have regard to the interests of all parties entitled under the settlement, and was to be deemed to be in the position and have the duties and liabilities of a trustee for those parties. The Act, therefore, placed the tenant for life in the position of a trustee for himself and all parties entitled under the settlement. The tenant for life must exercise his powers as a fair and honest trustee. That, too, was the attitude which the court ought to adopt. If the tenant for life honestly thought that he ought to sell the heirlooms and the court disagreed with him, the court would not allow the sale to take place. The court must act with the tenant for life, but its action was superior to his. The tenant for life, in exercising his discretion, must look at the time and the circumstances, and he must take all the members of the family entitled under the settlement into consideration just as an outside trustee would do, and, having done so, he must decide what is best to do. The court

must adopt precisely the same attitude. The tenant for life, as the head of the family, knew the position of the family better than the court, and therefore the court would not lightly differ from him. The view to be taken must, therefore, be that which an honest, careful, outside trustee would take, all the circumstances having to be considered, and no rule could be laid down applicable to every case. He (the Master of the Rolls) agreed with Chitty, J., that this controlling power of the court (speaking, as he had done, of the court of first instance) was a discretionary power, and that it must be exercised with regard to all the circumstances of each particular case, which circumstances varied greatly; and that this discretion ought not to be crystallized, but, like all other judicial discretions, ought, as far as practicable, to be left untrammelled and free, so as to be fairly exercised according to the exigencies of each particular case. An honest outside trustee would ask himself whether it was right, under the circumstances of the case and at the time in question, to sell the heirlooms; and his leaning would, probably, be against the sale, and in favour of keeping them where the settlor left them. The trustee, for instance, must consider the position of the head of the family, and his means of living, according to his station, coupled with his obligation to keep up the estates and the title, if there was one. The trustee must then consider whether the next heir would be able to keep up the estates without the sale of the heirlooms. If the tenant for life were a wealthy man, and by means of his other property he could easily keep up the family estates, that would be a reason for inducing the trustee to lean against the sale of the heirlooms. But, supposing the wealth of the tenant for life were to die with him, and the heir would not be able to keep up the estates, then, if an exceptional offer was made for the heirlooms, which might not occur after the death of the tenant for life, that would justify the trustee in saying that the sale should take place in the lifetime of the tenant for life. Then the trustee would have to consider the other parties who might become tenants for life, though not giving the same force to their consideration. They must not be considered separately, but as a whole. That would not deprive the subsequent heirs of any value, as they would get the money, the produce of the sale of the heirlooms. Such being the position of the trustee, and such being the position of the court of first instance in seeing whether it agreed or disagreed with the trustee, when the parties came to the Court of Appeal after the joint discretion of the tenant for life and of the court had been exercised, the burden lay upon the appellants of shewing that the discretion had been wrongly exercised. In the present case the tenant for life asked to sell three of a large collection of pictures and other articles. Chitty, J., taking into consideration the circumstances of the family as existing at the present time, considering the price offered, considering that the eldest son, Lord Folkestone, desired to be married, and that Lord Radnor would have to increase his allowance very considerably as the heir to the title, and not seeing how the sale could injure the unborn heir of Lord Folkestone, and not seeing any possible injury to those entitled in remainder except a possible sentimental injury, concurred with the tenant for life and sanctioned the sale. The case seemed as clear as could possibly be. Under those circumstances the appellants had not discharged the burden of shewing that the order of the court below was wrong. They were justified and bound to press their objections upon and take the opinion of the court below, but, having done that, they should have been content. They must accordingly pay the costs of the appeal. LINDLEY and BOWEN, L.JJ., concurred.—COUNSEL, *Latham*, Q.C., and *Theobald*; *Sir H. Dacey*, Q.C., and *S. Dickinson*; *Romer*, Q.C., and *W. C. Druce*. SOLICITORS, *A. C. Curtis-Hayward*; *Wickham, Moberly, Tylee, & Wickham*; *Bompas, Bischoff, & Co.*

RADFORD *v.* **CAMPBELL**—North, J., 8th August, and C. A. No. 1, 9th August.

CONTRACT FOR PERSONAL SERVICE—BREACH—INJUNCTION.

The plaintiffs in this action were two officers of the Nottingham Forest Football Club, who, on behalf of the club, had entered into a hiring agreement with the defendant Campbell, who was a professional football player. It is a common practice in the North of England for football associations to hire for the season well-known Scotch football players, with the view of attracting spectators to their matches and obtaining more gate-money. The agreement provided that Campbell should play with the Nottingham Forest Club solely during the season from September 1, 1890, to March 31, 1891. Campbell was to play with the Nottingham Forest Club at matches and in practice, as required. He was to receive £4 10s. a week. The salary was to run during any time in which he might be incapacitated by accident. The club was to have power to suspend him for misconduct, and a penalty of £100 was to be paid in case of the agreement being broken by either party. The other defendants were officers of the Blackburn Rovers Football Club, who had entered into a hiring agreement with Campbell for the season since the plaintiffs' agreement. This was a motion for an *interim* injunction to restrain Campbell from playing for the Blackburn Rovers, or any other club except the Nottingham Forest, during the season, and to restrain the other defendants from employing him.

NORTH, J., declined to grant an *interim* injunction. He said that no doubt some advance had been made recently by the court upon the old cases as to enforcing performance of agreements to render service, when a positive agreement included also a negative agreement. But he was not aware of any case in which such an advance had been made as he was now asked to make. The plaintiffs, who were seeking to restrain the defendant Campbell from playing for another club, and to restrain the other defendants from employing him, had no pecuniary interest in the matter. He could not see that it would make the slightest difference to them, in a pecuniary point of view, whether Campbell played for their club or not. He would not, on an interlocutory motion, make such an order as was asked.

The plaintiffs (by special leave) appealed at once from this decision.

THE COURT (Lord ESHER, M.R., and LINDLEY, L.J.) affirmed the decision. Lord ESHER, M.R., said that the exercise of this jurisdiction of the court must depend upon the circumstances of each case. It was not in every case in which a man was about to break his contract that an injunction should be granted to restrain him from doing so. What was there at stake in the present case? There was no question of character or of property, except that it was said there would be a diminution in the gate-money received by the plaintiffs' club. The real point was the pride of the club; they wanted to win their games, and in order to do so they engaged these professionals. Ought the solemn machinery of the court in granting an injunction to be invoked in order to satisfy the pride of the club in winning their matches? If the defendant broke his agreement an action would lie against him, and it might be even that an action would lie against the other club for enticing him to do so. It was unnecessary to decide that point now. All that the court need say now was, that North, J., was right in holding that this was not a proper case for granting an interlocutory injunction. LINDLEY, L.J., concurred.—COUNSEL, *Everitt*, Q.C., and *Edward Ford*; *Cozens-Hardy*, Q.C., and *Gatey*. SOLICITORS, *Lee, Ockerby, & Everington*; *J. E. & H. Scott.*

High Court—Chancery Division.

Re **THE BRITANNIA PERMANENT BENEFIT BUILDING SOCIETY**—Kay, J., 8th August.

PRACTICE—COMPANY—BENEFIT BUILDING SOCIETY—WINDING UP—MOTION FOR VESTING ORDER—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 95, 203.

This was a motion by the official liquidator of an unincorporated building society for an order under section 203 of the Companies Act, 1862, vesting in the official liquidator certain property then vested in trustees for the society, and that he should be at liberty to exercise any of the powers conferred on him by section 95 of the Companies Act, 1862, without the sanction or intervention of the court, following the order made in *Re Ebsworth and Tidy's Contract* (37 W. R. 657, 658, 42 Ch. D. 23, 27).

KAY, J., said that the motion ought not to have been made in the name of the official liquidator. The motion must be amended by substituting the name of the society for that of the liquidator, and he declined to make an order in the general terms asked by the second part of the notice of motion.—COUNSEL, *Ere*; *Hood*. SOLICITORS, *Pattison, Wigg, & Co.*, for *Wilkinson & Marshall*, Newcastle-on-Tyne; *G. B. Wheeler*.

Re **FOSTER, LLOYD** *v.* **CARR**—Kay, J., 7th August.

TRUST FUND — TENANT FOR LIFE AND REMAINDERMEN — INSUFFICIENT ASSETS—APPORTIONMENT BETWEEN INCOME AND CAPITAL.

The question in this case was in what proportions a trust fund, which was insufficient for payment in full of arrears of income of the tenant for life and the capital, should be divided between the representatives of the deceased tenant for life and the remaindermen. The trust fund represented the proceeds of sale of property upon mortgage of which the trustees of the testator's residuary estate had invested a portion of the residue, and of which they had been in possession under the mortgage during the life of the tenant for life of the testator's residuary estate. The tenant for life had recently died, and there were then considerable arrears of interest. The proceeds of sale were insufficient to pay these arrears and the *corpus*.

KAY, J., said that the capital moneys produced by the sale of the property, and all moneys received by the tenant for life, must be treated as a fund recovered by the mortgagees. Those moneys must be added together, and the whole sum divided in the following way:—It must be ascertained how much the tenant for life would have received if the interest on the mortgage had been regularly paid; income tax being deducted. Then the capital sum to which the remaindermen would have been entitled on the supposition that the capital of the mortgage debt had been fully paid must be taken. The total sum recovered, ascertained as above directed, must be divided between the representatives of the tenant for life and the remaindermen in the proportion of the two sums which they ought to have respectively received; and in making that division the tenant for life must be credited with what she had actually received. If the sale had not taken place until a little while after her death, the remaindermen must be credited with interest during that time. They ought to have received the full amount of the *corpus*, with interest from her death at five per cent. That interest would, therefore, be a little addition to the sum which the remaindermen ought to receive.—COUNSEL, *Howard*; *G. Henderson*; *Renshaw*, Q.C., and *Farwell*. SOLICITORS, *Murray, Hutchins, & Stirling*; *Coldham*, for *Andrewes, Canham, & Andrewes*, Sudbury; *Turner & Hacon*.

Re **MUNDY'S SETTLED ESTATES**—North, J., 7th August.

SETTLED LAND—APPLICATION OF CAPITAL MONEY—"IMPROVEMENTS"—NEW PUMPING ENGINE FOR MINE—DEVISE OF REAL ESTATE TO USES OF SETTLEMENT—BEQUEST OF MONEY TO BE INVESTED IN LAND TO BE SETTLED TO USES DECLARED OF DEVISED REAL ESTATE—APPLICATION OF UNINVESTED MONEY TO IMPROVEMENTS ON LAND COMPRISED IN ORIGINAL SETTLEMENT—SETTLED LAND ACT, 1882, ss. 2, 21, 25, 33.

Questions arose in this case as to the application of money, which was subject to a trust for investment in land, to be settled to the uses of a

prior settlement, in paying the cost of improvements upon the land comprised in the original settlement. By a deed dated the 2nd of November, 1872, an estate, called the Shipley Estate, situate in Derbyshire, was conveyed by a father and his eldest son to the use of the father for life, with remainder to the use of the son for life, with remainder to trustees for the term of one hundred years from the death of the survivor of the father and son upon certain trusts, with remainder to the first and other sons of the son successively in tail male, with remainders over in strict settlement. The father died in March, 1877. He by his will devised some real estate of his own to the trustees for the time being of the settlement of 1872, to the uses declared by that settlement concerning the hereditaments comprised therein. And the testator bequeathed the residue of his personal estate to his executors, upon trust to invest the same in the purchase of real estate, and directed that they should settle the real estate so to be purchased to the uses therein declared concerning his estates thereinbefore devised. Some of the residue of the testator's personal estate had been invested in the purchase of land, which had been settled in accordance with the directions contained in his will, but a considerable sum remained in the hands of the executors uninvested. Upon the estates comprised in the settlement of 1872 there were mines which had been worked for many years. It was proposed to erect a new pumping engine and new pumps for the purpose of draining these mines, the existing engine and pumps being worn out and insufficient. The trustees of the settlement had no capital money in their hands, and it was desired to apply the uninvested personal estate which was in the hands of the executors in paying the cost of the execution of the proposed works. This summons was taken out by the tenant for life under the settlement, for the determination of the question whether such an application of the money was authorized by the Settled Land Act. Section 21 of the Act provides that "capital money" arising under the Act shall be applied (*inter alia*) (iii.) "in payment for any improvement authorized by this Act." By section 25, "Improvements authorized by this Act are the making or execution on, or in connection with, and for the benefit of settled land, of any of the following works, or of any works for any of the following purposes . . . (*inter alia*) (xix.) Trial pits for mines, and other preliminary works necessary or proper in connection with development of mines; (xx.) Reconstruction, enlargement, or improvement of any of those works." By section 33, "Where, under a settlement, money is in the hands of trustees, and is liable to be laid out in the purchase of land to be made subject to the settlement, then, in addition to such powers of dealing therewith as the trustees have independently of this Act, they may, at the option of the tenant for life, invest or apply the same as capital money arising under this Act." And by section 2 (1), "Any deed, will, agreement for a settlement, or other agreement, . . . or other instrument, or any number or instruments, . . .under or by virtue of which instrument or instruments any land, or any estate or interest in land, stands for the time being limited to or in trust for any persons by way of succession, creates or is, for the purposes of this Act, a settlement, and is, in this Act, referred to as a settlement or as the settlement, as the case requires." The first question argued was whether the proposed work was an "improvement" within the meaning of the Act.

North, J., held that it was. He said that sub-section xix. of section 25 provided for "preliminary works necessary or proper in connection with the development of mines," and he did not see what the use of sub-section xx. was if it was to be confined to preliminary works. He thought it meant something more than that. It spoke of the "reconstruction" of any of the works referred to in sub-section xix. He did not think it meant that a pump, for instance, could be reconstructed only if preliminary works were still going on. He thought that a pump might be reconstructed after the working of the mine had ceased to be preliminary and had become permanent. He thought that sub-section xix. authorized the payment of the cost of preliminary works, and that sub-section xx. authorized the payment of the cost of the subsequent reconstruction, improvement, or enlargement of the preliminary works when they had become permanent.

The questions were then argued, whether the settlement and the will together constituted only one "settlement," and whether, if so, the uninvested money in the hands of the executors could be treated as "capital money" without going through the form of investing it in land, and then selling the land and applying the proceeds.

North, J., felt great doubt whether the original settlement and the will constituted only one settlement, and he thought it was desirable that the opinion of the Court of Appeal should be taken upon this point. He should also be very glad to have the opinion of that court whether, if there was but one settlement, the uninvested money could be treated as "capital money"—whether the step of purchasing land and reselling it could be passed over. He felt very doubtful whether it could. In *Re Mackenzie's Trusts* (23 Ch. D. 750) Chitty, J., held that money bequeathed to trustees in trust to lay it out in the purchase of land, to be settled in strict settlement, might be invested by the trustees in debenture stock, in accordance with the provisions of section 21 of the Settled Land Act, 1882, without first purchasing the land and then reselling it. And in *Re Tennant* (33 Solicitors' Journal, 286, 40 Ch. D. 594) his lordship had himself followed that decision. But he now felt some doubt whether those decisions were right, and he should be glad to have the opinion of the Court of Appeal on the point. He therefore refused to sanction the proposed application of the money.—Counsel, *Cozens-Hardy*, Q.C., and *Dibdin*; *S. Williams*. Solicitor, *H. B. Wade*.

Re **BOWDEN**, **ANDREW** *v.* **COOPER**—Fry, L.J., 8th August.

Trustee—Breach of Trust—Action to follow Assets—Parties—Defence of Statute of Limitations—Trustee Act, 1888 (51 & 52 Vict. c. 59), s. 8—R. S. C., XVI., 8.

A question arose in this case as to the proper parties to an action claiming to follow assets in the hands of a legatee. There was another question as to the right of a trustee who was sued in respect of a breach of trust to plead the Statute of Limitations. Section 8 of the Trustee Act, 1888, provides (1) "In any action or other proceeding against a trustee, or any person claiming through him, except when the claim is founded upon any fraud or fraudulent breach of trust to which the trustee was party or privy, or is to recover trust property or the proceeds thereof still retained by the trustee, or previously received by the trustee and converted to his use, the following provisions shall apply:—(*a*) All rights and privileges conferred by any Statute of Limitations shall be enjoyed in the like manner and to the like extent as they would have been enjoyed in such action or other proceeding if the trustee or person claiming through him had not been a trustee or person claiming through him. (*b*) If the action or other proceeding is brought to recover money or other property, and is one to which no existing Statute of Limitations applies, the trustee or person claiming through him shall be entitled to the benefit of, and be at liberty to plead, the lapse of time as a bar to such action or other proceeding, in the like manner and to the like extent as if the claim had been against him in an action of debt for money had and received, but so nevertheless that the statute shall run against a married woman entitled in possession for her separate use, whether with or without a restraint on anticipation, but shall not begin to run against any beneficiary unless and until the interest of such beneficiary shall be an interest in possession." The section applies only to proceedings commenced after the 1st of January, 1890. The action was brought by one of the trustees of a will against a co-trustee, and the representatives of two deceased trustees, in respect of alleged breaches of trust committed by the defendant trustee and the deceased trustees in improperly investing their trust funds upon insufficient mortgages. Bowden, the testator, died in 1864, having by his will devised and bequeathed his real and personal estate to trustees, upon certain trusts. In 1869 Baxter, D. Greatorex, and the defendant Cooper were appointed by the court to be trustees of the will. In 1874 the three trustees lent part of the trust funds on the security of mortgages which afterwards proved an insufficient security. No proper valuation of the property was made. In May, 1876, Baxter died, and in December, 1878, D. Greatorex and Cooper made a further advance on the same security. In April, 1882, the plaintiff was appointed a trustee of the will in place of Baxter. D. Greatorex died in January, 1883. He appointed four executors, of whom one only, the defendant R. Greatorex, acted. And he gave his real estate and his residuary personal estate to R. Greatorex and another person (who disclaimed) upon trust to appropriate two legacies of £6,000 and £5,000, and to hold the same upon the trusts therein mentioned. R. Greatorex administered the estate, and, after paying the debts, &c., set apart £8,000, which was the total sum available, to meet the two legacies. He invested the £8,000 in his own name. The mortgages on which part of the estate of Bowden was invested having proved insufficient, the plaintiff commenced this action in 1889 against his co-trustee Cooper, the executors of the deceased trustee Baxter, and R. Greatorex, as executor of D. Greatorex. The statement of claim alleged that the £8,000 which R. Greatorex had invested in his own name "is now held by him as executor and trustee of the will of D. Greatorex, and is applicable to answer the claim raised in this action." The plaintiff claimed a declaration that the defendant Cooper was personally liable; that Baxter's executors were liable in that character and out of his assets; and that R. Greatorex "is liable as executor of D. Greatorex out of his estate," to make good to Bowden's estate the sums which had been lent by his trustees upon the insufficient security, and judgment to replace those sums accordingly, and that, if necessary, the estates of Baxter and D. Greatorex might be administered by the court. R. Greatorex by his defence said that he had duly issued advertisements for creditors of his testator, according to the provisions of Lord St. Leonards' Act, and that he had not distributed the estate until the period fixed for creditors to come in and make their claims against the estate had expired. He said, therefore, that the £8,000 invested in his name was not in his hands as executor, and that he was not liable, either personally or as executor, to make good to the estate of Bowden any loss in respect of which it was alleged that the estate of D. Greatorex was liable.

Fry, L.J., held that the plaintiff was entitled to judgment against the defendant Cooper and the executors of Baxter. But he held, on the authority of *Clegg* v. *Rowland* (15 W. R. 251, L. R. 3 Eq. 368), that R. Greatorex, having duly advertised for creditors, and having, after the time fixed by the advertisements, retained the sum applicable to the legacies upon the trusts declared by the will of his testator, stood in the same position as if he had paid the legacies to persons absolutely entitled to them, and was, therefore, no longer liable to the plaintiff in the character of executor of D. Greatorex. Upon the pleadings as they stood, his lordship thought it doubtful whether the plaintiff could claim against R. Greatorex in the character of trustee of the will of D. Greatorex, so as to follow the assets of that testator in the hands of that defendant as a legatee. But his lordship gave the plaintiff the option of amending his pleadings, so as to raise a claim against R. Greatorex as trustee of D. Greatorex. But the leave was given on the terms that the action should be treated as if commenced on this day, and that liberty should be given to R. Greatorex to raise the defence of the Statute of Limitations, as provided by section 8 of the Act of 1888. His lordship, differing from a *dictum* of Malins, V.C., in *Clegg* v. *Rowland*, held that to the action, when the pleadings had been thus amended, the *cestuis que trustent* under the will of D. Greatorex would not be necessary parties, but that, by virtue of rule 8 of order 16, R. Greatorex, as trustee, would sufficiently represent them for the purposes of the action.

The defendant R. Greatorex availed himself of the liberty to plead the Statute of Limitations, and, after hearing argument on the point,

FRY, L.J., held that the defence must succeed. He thought that sub-section 1 (*a*) of section 8 did not apply, because, if the defendant had not been a trustee, he could not have been sued in respect of a breach of trust. But his lordship thought that sub-section 1 (*b*) did apply, and that it exactly met the present case.—COUNSEL, *Warmington*, Q.C., and *Methold*; *Neville*, Q.C., and *T. L. Higgins*; *S. Hall*, Q.C., and *E. S. Ford*; *O. Leigh Clare*. SOLICITORS, *Rowcliffes, Rawle, & Co.*; *H. Percy Becher*; *Chester & Co.*; *Wynne, Holme, & Wynne*.

DE FRANCESCO *v.* **BARNUM (No. 2)**—Fry, L.J., 8th August.

MASTER AND SERVANT—CONTRACT FOR PERSONAL SERVICE—ACTION FOR PROCURING BREACH OF CONTRACT—DAMAGES—AGREEMENT TO PERFORM IN BALLET.

The plaintiff was a teacher of stage dancing. On the 13th of May, 1889, he entered into five several agreements with five ladies of the ballet, who were defendants to the action, whereby they agreed to rehearse and perform in the ballet at the Crystal Palace or elsewhere in London, at salaries varying from 12s. to 18s. per week, and half salary for morning performances, and to attend rehearsals prior to the commencement of the engagement when called upon to do so. In October, 1889, the ladies accepted an engagement from the defendant, Barnum, to perform for him in the ballet at Olympia. In November, 1889, the plaintiff required the ladies to attend rehearsals for the Crystal Palace pantomime, and gave them notice from time to time of the rehearsals, but they failed to attend. On discovering that they had engaged themselves to Barnum, the plaintiff informed the latter of the agreements of the 13th of May, and gave him notice that he required the ladies to rehearse for the Crystal Palace pantomime. The plaintiff, by this action in the first instance claimed damages against Barnum for enticing the ladies away from the plaintiff's service, but by the leave of the court the claim was altered to one for damages for continuing the ladies in the defendant's service after notice of the agreements of the 13th of May. The plaintiff also claimed damages against the ladies for breach of their several agreements.

FRY, L.J., gave judgment for the plaintiff with £40 damages. He thought that he ought to allow the writ to be treated as amended, and to consider the action as one for continuing the girls in the defendant Barnum's service after notice of their engagement with the plaintiff. It was said that no action could be maintained on this ground, but *Blake* v. *Lanyon* (6 T. R. 221) absolutely determined the point. Then it was said that the law as regarded the relations of master and servant had changed since the date of that decision, and that that case depended upon the Statute of Labourers, which had been repealed. That was, no doubt, the view of Coleridge, J., in *Lumley* v. *Gye* (2 Ell. & Bl. 216), but the majority of the court took the contrary view, and the decision of that majority had since been affirmed by the majority of the Court of Appeal in *Bowen* v. *Hall* (6 Q. B. D. 333). It was said that the doctrine of *Blake* v. *Lanyon* did not apply except strictly to the case of master and servant. That, however, was not the relation of the parties in *Lumley* v. *Gye* or in *Bowen* v. *Hall*. In his lordship's opinion *Blake* v. *Lanyon* applied to the present case. It was urged that there was no contract on the part of the plaintiff to employ the girls, that there was really no contract at all. But in his lordship's opinion, according to the true construction of the agreements, there was a contract by the plaintiff to pay the stipulated salaries to the girls during the time of their engagement.—COUNSEL, *Neville*, Q.C., and *Kalisch*; *Warmington*, Q.C., and *Lemon*; *W. H. Stevenson*. SOLICITORS, *Brandon & Nicholson*; *Campbell, Reeves, & Hooper*.

High Court—Queen's Bench Division.

GORDON & HOLLANDS *v.* **SILBER**—9th August.

INNKEEPER—LIEN—TITLE TO GOODS DETAINED—MARRIED WOMAN.

This case raised a question as to an innkeeper's right to detain in satisfaction of his lien for unpaid charges the goods of a married woman who was, with her husband, a guest at his inn. The plaintiffs, the proprietors of the Hotel Metropole, sought to recover £390 4s. 1d., the balance of a hotel bill, from the defendant, Lady Lucy Silber, a married woman having separate property, and her husband, Mr. Martin Silber. The defendants came to the hotel in May, 1889, with a large quantity of luggage, and resided there together until August, when Mr. Silber left, Lady Lucy remaining until September. Mr. Silber had made payments on account, and the plaintiffs claimed the balance from Lady Lucy. This claim, it was held, could not be sustained, on the ground that the husband was the contracting party to whom credit had been given. Lady Lucy by her counter-claim sought to recover certain trunks and their contents which had been detained by the plaintiffs to satisfy their lien in respect of the unpaid balance. It was argued for Lady Lucy Silber that the innkeeper's lien only attached to the goods of persons making the contract with him, and brought to the inn as his own, and *Worbrook* v. *Griffen* (2 Br. & Gold. 254), *Yorke* v. *Grenaugh* (2 Raym. 866), *Angus* v. *McLachlan* (23 Ch. D. 330), and *Broadwood* v. *Granara* (10 Ex. 417) were referred to.

LOPES, L.J., in the course of a considered judgment, said:—The question is whether the plaintiffs were entitled to retain these goods of Lady Lucy. They were unquestionably her separate property, but were brought into the hotel and there received by the plaintiffs at the time when the two defendants became the guests of the plaintiffs. The plaintiffs, as innkeepers, were bound to receive the defendants and their goods, and were bound, so long as the defendants remained guests at the hotel, to keep safely and securely these goods, and the plaintiffs would have been liable in damages if these goods had been lost. How did the plaintiffs receive them? They knew of no distinction between the goods of the husband and wife, and could not inquire into their respective titles to the goods. They received them as the goods of Mr. Martin Silber and his wife, who became their guests. Suppose Mr. Martin Silber had stolen the goods, still, if the plaintiffs received them with their guests, the lien would have attached. By the common law of England every person who keeps a common inn is under an obligation to receive and afford proper entertainment to everyone who offers himself as a guest if there be sufficient room for him in the inn and no good reason for refusing him. The innkeeper is under an obligation to keep the goods of a guest received into the inn safely and securely, and can be sued and made liable in damages if he fails in this respect. As a compensation for the burden thus imposed on him the law has given him a lien upon the goods of the guest until he discharges the expenses of his lodging and food. If the guest has brought goods to the inn to which he has no title that will not deprive the innkeeper of his lien, because he is obliged to receive the guest without inquiry as to his title. It seems, therefore, the lien is commensurate with the obligation to receive the guest and to keep safely and securely his goods. The right of lien of an innkeeper depends upon the fact that the goods came into his possession in his character of innkeeper as belonging to a guest: *Smith* v. *Dearlove* (6 C. B. 132). The guests received in this case were Mr. M. Silber and his wife, and all the goods were received by the innkeeper as the goods of Mr. M. Silber and his wife, who brought them to the hotel. If Mr. M. Silber had stolen the goods, the lien, as I have said, would have attached; can it be said that it is not to attach because some of the goods happen to be the property of the wife, who was received as his wife with him as a guest. The innkeeper has no power of discriminating what may be the property of the husband and what may be the property of the wife. He receives, and is bound to receive, husband and wife and their luggage; the innkeeper's charges are not paid, and I cannot see how it can be successfully contended that the lien does not attach. Therefore the plaintiffs fail as to the claim, but succeed as to the counter-claim.—COUNSEL, *Bankes* and *Lewis Thomas*; *Paget*. SOLICITORS, *Ingram, Harrison, & Ingram*; *Arnold & Henry White*.

ALDEN *v.* **BECKLEY & Co.**—August 8th.

PRACTICE—SERVICE OF WRIT OF SUMMONS ON FIRM—SUBSEQUENT SERVICE ON PARTNER—JUDGMENT AGAINST FIRM—RIGHT OF PARTNER TO HAVE SUCH JUDGMENT SET ASIDE.

Appeal from an order of Day, J., at chambers, affirming an order of a master, setting aside a judgment which had been entered against the firm Beckley & Co. An action had been brought by the plaintiff against the firm of Beckley & Co. on certain bills of exchange. The writ of summons having been issued in May, 1890, service of the writ was effected on the 29th of May on the manager of the firm of Beckley & Co.—that is, on the person who had the control of the partnership business. On the 3rd of June service was also effected on one Mr. Denison, who was alleged to be a partner in the firm of Beckley & Co., and who was served as a partner. After the expiration of eight days from the service on the firm on the 29th of May, judgment was signed against the firm H. Beckley & Co. on the 6th of June. H. Beckley & Co. put forward no defence in the action, and execution having issued on the 9th of June, Denison entered his appearance within eight days from the time of service on him. The form of Denison's appearance was "enter an appearance for F. J. Denison," without any reason being assigned, and without any qualification or statement that he was or was not a partner, though he said he was not a partner. Judgment having thus been signed against the firm on the 6th of June, Denison applied to a master at chambers to set aside that judgment, on the ground that by ord. 42, r. 10, judgment having been signed against the firm, execution might issue against any person who has been served as a partner and has failed to appear, and his contention was that as he had been served on the 3rd of June, although the firm had been served on the 29th of May, no judgment could be entered which would affect him personally until after the expiration of eight days from the date of the service on him on the 3rd of June, and as the judgment which had been entered against the firm on the 6th of June was so entered before the expiration of eight days from the service on him, and as such judgment might affect him personally, such judgment was wrongly signed and ought to be set aside as being entered prematurely. The master set aside the judgment on that ground, and Day, J., upheld the order of the master, the view taken by Day, J. being that the plaintiff having served the alleged partner, Denison, as well as the manager of the firm, could not sign judgment until eight days after the last service. The plaintiff appealed. By ord. 9, r. 6, where persons are sued as partners in the name of their firm, the writ shall be served either upon any one or more of the partners, or at the principal place of business of the partnership upon the manager. By ord. 12, r. 15, where persons are sued as partners in the name of their firm, they shall appear individually in their own names; and by ord. 42, r. 10, where a judgment or order is against a firm, execution may issue (*b*) against any person who has appeared in his own name under ord. 12, r. 15. (*c*) against any person who has been served as a partner with the writ of summons, and has failed to appear. For the plaintiff it was contended that the judgment had been rightly and properly signed by him against the firm on the 6th of June, and that it ought not to be set aside; that there are different ways of serving partners, one that you may serve one or more of the partners, or you may serve the manager of the business, as was done in this case. The judgment against the firm was perfectly regular, as it was not signed until eight days after service on the firm, and Denison, by entering his appearance, has saved himself from the consequences of ord. 42, r. 10.

POLLOCK, B.—The view taken by the learned counsel for the defendant Denison is the right one, and the view taken by my brother Day in this

case is also correct, and this appeal must be dismissed with costs. GRANTHAM, J., I am of the same opinion. Appeal dismissed.—COUNSEL, *A. Powell; Gore.* SOLICITORS, *Herbert Toomer; Snell, Son, & Greenip.*

Bankruptcy Cases.

Ex parte **THE BOARD OF TRADE**, *Re* **CALDERWOOD**—Q. B. Div., 7th August.

BANKRUPTCY—DEFAULTING TRUSTEE—APPLICATION FOR SUBSTITUTED SERVICE OF NOTICE OF MOTION TO COMMIT—APPLICATION TO BE MADE TO REGISTRAR—PRACTICE.

An application was made by the Board of Trade in this case for leave to issue substituted service of a notice of motion for the committal of the trustee in the bankruptcy for non-compliance with a previous order of the court, it being alleged that it had been found impossible to effect personal service of such notice. A preliminary objection was taken by the court that the application ought to be made to the registrar. It was contended on behalf of the Board of Trade that under the Bankruptcy Act, 1869, the practice in case of committals was to go before the chief judge, and the whole jurisdiction in matters of committal was now vested in the bankruptcy judge. The registrar had no power to commit.

CAVE, J., said that the application must be made to the registrar. The registrar had no power to commit, but he had power to give leave for substituted service. Although the judge had to hear matters regarding committal, he was not required to hear an application for substituted service. It was true that in the case of *Re Pearce, Ex parte the Board of Trade* (1 Morrell's Bankruptcy Cases, 135), the judge did appear to have entertained an application of this nature, but that was very shortly after the passing of the present Bankruptcy Act, and before the practice under the Act was so well settled.—COUNSEL, *Muir Mackenzie.* SOLICITOR, *The Solicitor to the Board of Trade.*

Solicitors' Cases.

Re **MAUD**—Chitty, J., 7th August.

SOLICITOR'S LIEN—COUNTRY SOLICITOR AND TOWN AGENT—GENERAL AND PARTICULAR LIEN.

In this case the town agents of a country solicitor claimed a lien on papers in their possession, not only for work done in the particular action to which the papers related, but generally for work done for the country solicitor, the amount claimed being, however, limited to the amount due from the country solicitor's ultimate client, and in respect of which the country solicitor might have retained the papers had they been in his possession. It was objected that the lien could only extend to the agency charges in the particular action. *Waller* v. *Holmes* (9 W. R. 32, 1 J. & H. 239) and *Lawrence* v. *Fletcher* (27 W. R. 937, 12 Ch. D. 858) were referred to.

CHITTY, J., said that the claim was a right one. It was established by the case of *Lawrence* v. *Fletcher* that the town agent had a general lien as against the country solicitor, limited to the extent of the indebtedness of the ultimate client to the country solicitor. This was the principle on which the decision in that case was founded. The rights of the parties were effectually worked out by adopting this principle. No injury was done to the ultimate client, for he got back his papers when he paid his bill, and it was a matter of indifference to him whether the money paid went to the country solicitor or the town agent.—COUNSEL, *Warrington; Ingle Joyce.* SOLICITORS, *Torr, Janeways, Gribble, & Oddie; The Solicitor to the Board of Trade.*

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 13th inst., Mr. G. Burrow Gregory in the chair. The other directors present were—Messrs. W. B. Brook, Samuel Harris (Leicester), J. H. Kays, R. Pennington, R. Pidcock (Woolwich), Sidney Smith, F. T. Woolbert, and J. T. Scott (secretary). A sum of £659 was distributed in grants of relief; twenty-two new members were admitted to the association; and other general business was transacted.

LAW STUDENTS' JOURNAL.

STUDENTS' STATUTES OF THE SESSION.

THE CUSTOMS AND INLAND REVENUE ACT (53 & 54 Vict. c. 8), s. 19, reduces the stamp duty on apprenticeship deeds where a premium is paid to 2s. 6d. Section 20 fixes the duty on sickness and accident policies at 1d.

CONTAGIOUS DISEASES (ANIMALS) (PLEURO-PNEUMONIA) ACT (53 & 54 Vict. c. 14) provides that the Board of Agriculture *shall* cause to be slaughtered all cattle affected with pleuro-pneumonia, and *may* cause to be slaughtered any cattle (1) suspected of being so affected, or (2) which have been in contact with cattle so affected or exposed in any way to the infection. The statute also provides for compensation.

THE OPEN SPACES ACT (53 & 54 Vict. c. 15), s. 3.—The trustees of land held upon trust for the purposes of public recreation may transfer to the local authorities the land, to be held on similar trusts.

THE WORKING CLASSES DWELLINGS ACT (53 & 54 Vict. c. 16), s. 1, introduces, as an exception to the Mortmain Act, 1888, gifts by deed or will of land, or of personal estate to be laid out in land, for the purpose of providing dwellings for the working classes in any populous place, provided (1) the quantity of land to be assured by will does not exceed five acres; (2) the deed or will be duly enrolled within six months in the books of the Charity Commissioners.

THE TRUSTEES' APPOINTMENT ACT, 1890 (53 & 54 Vict. c. 19), extends Peto's Act, 1850, and provides that the power for the appointment of new trustees conferred by the Conveyancing Act, 1881, or any other statutory power for the same purpose for the time being in force, shall apply to all land acquired and held in trust for the religious or educational purposes of religious congregations and societies (section 5). Where an appointment is capable of being made under a power in any instrument as well as under a statutory power, an appointment of a trustee shall not be made under the statutory power until a period of twelve months from the vacancy has elapsed without the vacancy having been filled up.

THE INTESTATES ACT (53 & 54 Vict. c. 29).

Section 1.—On death intestate after 1st September, 1890, of a man leaving a wife and no issue, the widow takes everything if the net value of the real and personal estate does not exceed £500.

Section 2.—Where the value exceeds £500 the widow of such intestate shall be entitled to £500, which shall be charged upon the real and personal estate, with interest from death at four per cent. until payment.

Section 3.—As between the real and personal representatives such charge shall be borne in proportion to the values of the realty and personalty.

Section 4.—The provision before mentioned to be in addition to widow's existing rights.

Section 5.—The net value of realty to be estimated in the case of a fee simple on the basis of twenty years' purchase of the annual value by the year as determined for property tax purposes less the amount of mortgages and other charges; and in the case of an estate for lives according to the Succession Duty Tables.

Section 6.—Net value of personalty to be ascertained after deduction of debts, funeral, and testamentary expenses, and other liabilities to which personalty is subject.

LEGAL NEWS.

OBITUARY.

MR. THOMAS CORNISH, solicitor, of Penzance, died on Monday last. He was born in 1830, and was articled to his father, who was then the senior partner in the firm of Cornish & Chilcott, solicitors, and on his death was articled to Mr. Darke, of the firm of Rodda & Darke, at Penzance. Mr. Cornish was admitted in 1851, and became a partner in the last-mentioned firm. In 1877 Mr. Rodda retired, and Mr. Cornish succeeded to the business of the firm, becoming also town clerk of Penzance and clerk to the Penzance Guardians. He already held the office of clerk to three benches of magistrates, the East and West Penwith Petty Sessions, and the Penzance Borough Petty Sessions. At the time of his death he was also registrar of the county court, superintendent-registrar of births, marriages, and deaths, clerk to the Camborne Highway Board, Gulval School Board, and Penzance Rural Sanitary Authority. As a lawyer Mr. Cornish had a high reputation. In his best days he was, says a local journal, recognized as the best lawyer and the most able and successful advocate in the county. As a cross-examiner he "never found his equal in Cornwall." He had, however, numerous other spheres of activity. He had been president of the Penzance Natural History and Antiquarian Society, and at the time of his death was a vice-president. His presence at all meetings of the society (says the *Western Morning News*) was the life of the gathering, and his vast reserves of humour were probably then more drawn upon than on any other occasions. He was exceedingly fond, either from design or otherwise, of upsetting all theories which some enthusiastic antiquarian had formed regarding a new object of antiquity. On one occasion a visit was made to a ruin which had been discovered, and which was supposed to have been an ancient Christian sanctuary. A reverend antiquarian had read a paper setting up this theory, and after some discussion on the subject Mr. Cornish informed them that in his opinion it was not a Christian sanctuary, but a "very un-Christian smelting house." Mr. Cornish had also been president of the Penzance Swimming Association, in which he took a great interest; and he was an ensign in the first corps of volunteers formed in the town. There was, indeed, hardly a local movement or institution with which he was not actively associated. He was an enthusiastic fisherman and sportsman. Mr. Cornish married in 1860 Miss Helen Mary Batten, only daughter of Mr. John Batten, of Penzance. She died a few years ago, leaving three children surviving. Mr. Cornish's two sons, Mr. T. H. Cornish and Mr. J. B. Cornish, succeed to the business. The latter was a prizeman at the Honours Examination in 1887. During the sitting of the Redruth County Court on Tuesday a telegram was handed to his Honour Judge Morgan Howard conveying the news of the death of Mr. Cornish. His Honour announced the sad intelligence, and said it caused him very much sorrow, as he was sure it would everyone who knew the deceased gentleman.

APPOINTMENTS.

MR. JOHN CAMPBELL SHAIRP, advocate, has been appointed Sheriff-Sub-

stitute of the Shire of Argyll, at Inverary, in the room of Mr. George Campion, resigned.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

HENRY WRIGLEY, GEORGE SPARK CLAYDON, and JOHN ALFRED MAYNARD, solicitors, Oldham, so far as regards the said John Alfred Maynard. The partnership in future will be carried on by and under the firm of Wrigley & Claydon. [*Gazette*, Aug. 8.

GENERAL.

Sir Charles Russell has left town for Homburg, where he intends staying during a portion of the Long Vacation.

Mr. Baron Huddleston was sufficiently recovered from his recent attack of gout to preside at Lewes Assizes on Monday, and to take the civil cases. The learned judge had, however, to be carried into court.

On Saturday Mr. Justice Chitty stated that he had exhausted his non-witness list, including matters adjourned from chambers, and that not a single non-witness matter remained for trial.

The death is announced at Brodick, Isle of Arran, Scotland, at the age of eighty-seven, of Mr. John Bush, solicitor, sometime of Edinburgh, and formerly of London, last surviving son of the late Mr. Richard Bush, of Woodford, Essex.

There was a printer's error of a misplaced full stop in the article on the meaning of "land," *ante*, p. 689, column 1. The paragraph at the middle of the column should read as follows:—"The word 'hereditaments' also comprises certain incorporeal rights commonly called 'incorporeal hereditaments.' These comprise hereditary peerages (Mr. Challis is of opinion," &c.

Among the curiosities of the law, says the *Albany Law Journal*, is the case of *Van Dyke* v. *Van Dyke*, Supreme Court of Pennsylvania, where a wife justified her desertion of her husband on the ground that he would not pay her for his board. She had an income from boarders, and refused to let him eat at home unless he paid his board. The court observed: "The time has not come when the refusal of a husband to become a boarder in his own home will entitle his wife to a divorce, or justify her abandonment of him." This reminds us of the North Carolina case, where the court held that, although a wife might maintain ejectment against her husband in respect to her farm, she could not eject him from her farm-house.

A correspondent of the *Daily News* says that "some of the judges evidently think that the Long Vacation is not long enough, and act, accordingly, regardless of the rules of court. Certain of the Chancery judges closed their courts on Saturday last. Since that day not a single common law judge has been sitting for the trial of actions, and the six Lords Justices constituting the two Courts of Appeal have terminated their labours several days before they were entitled to do so. This anticipation of the vacation is not only illegal, but is the cause of considerable inconvenience to the public. One of the Lords Justices (having lunacy jurisdiction) is stated to have left England at the end of last week for the Continent, and orders and other proceedings were left unsigned and uncompleted. In matters which are considered urgent the documents can be forwarded for the judge's signature at the cost to the suitor of postage and registration fees, but considerable delay is occasioned, and no one is considered to have any right to complain."

The following are the arrangements for transacting business in the probate and divorce registries during the Long Vacation. The registrars of the probate and divorce registries will not tax any bill of costs or proceed upon any petition for alimony between the present time and the 23rd of October, except under special circumstances, to be stated in a written application addressed to them. On every Wednesday until the 22nd of October inclusive one of the registrars will attend at the principal probate registry, Somerset House, at 11.30, to hear summonses; and on Wednesday next, and on the 3rd and 17th of September and the 1st, 15th, and 22nd of October one of the registrars will sit there at 12.30 to hear motions. All papers for motions are to be left with the clerk of the papers or the chief clerk of the divorce registry before 2 o'clock on the preceding Saturday. Until the 23rd of October inclusive the offices of the probate and divorce registries will be open to the public on Saturday at 10 o'clock and closed at 2, and on every other day they will be opened at 11 and closed at 3. The department for literary inquiry will be entirely closed until the 13th of September.

The Advocate-General of Bengal, in addressing the High Court recently on the subject of Mohammedan oaths, in the old Supreme Court of Calcutta, said that the Moslem interpreter employed in administering oaths to witnesses made a good deal of money by means of a private understanding with the witness as to the mode of adjuring him. The form binding on the Mohammedan conscience is to make the Koran rest on the head while the oath is administered. But if the Koran is skilfully held just above the head, so as not to be in actual contact with it, the form is not valid and the oath not binding. Many witnesses were thus enabled, through the aid of the interpreter, to lie without perjury. In an insolvency case, in which a Jew sought the benefit of the Act, a well-known barrister represented an opposing creditor. His instructions had been to question the applicant in regard to certain matters in which his answers, if affirmative, would disclose valid ground for refusing the application. To the surprise of counsel the Jew denied everything, and it seemed as if his instructions were not correct. At this juncture it was suggested that the Jew be required to swear on the life of his son. The advocate put this unusual suggestion to the presiding judge (Sir J. Colville), who adopted it, and the Jew was adjured accordingly. The same questions were again put to him, but this time they elicited affirmative replies, and counsel's object was accomplished.

Mr. J. Morris (Ashurst, Morris, & Co.), writes to the *Times*, with reference to the Companies Winding-up Bill, as follows:—"The main object of this Bill is to put the winding up of companies into the hands of Board of Trade officials, just as is now done in bankruptcies. There are two classes of liquidations—(1) under the court, and (2) voluntary. Under the existing law voluntary liquidations can invoke the aid of the court, and they are then called 'liquidations under the supervision of the court.' As the Bill was framed it applied not only to pure court liquidations, but also to those under supervision. On its being discussed in the Grand Committee of the Commons, it was, however, decided to confine it to the former, on the ground that the latter were merely ancillary to voluntary liquidations. In the Committee of the House of Lords, but without any real discussion, the Bill was restored to the state in which it was brought in. It may be wise or unwise to hamper voluntary liquidations by putting them under the Board of Trade officials, but, if done at all, it should be after the public are made acquainted with it in all its bearings. In the voluntary liquidations of important companies it often becomes essential to have the aid of the court for many purposes purely administrative, without which it would be impossible to work them. Under the Bill as amended in the Lords' Committee that could no longer be done without subjecting the liquidation to the interposition of the Board of Trade officials. There is a reason for it in official or court liquidations, because it relieves the court of the difficulty of appointing a liquidator; but the same reason does not apply to voluntary liquidations, in which the parties interested appoint their own liquidator, not necessarily a professional man. That has worked well both in England and Scotland, where nearly all the large liquidations since 1862 have been so dealt with, notably the great failures in 1866, the City of Glasgow Bank failure, &c. Why, then, should it be now changed? There has been no popular demand for it. And, above all, why should it be changed because one noble lord suggested it in committee, when the serious considerations involved were not even alluded to, still less discussed? As I have already said, there was practically no discussion on it. The members of the House of Lords—even the law lords—can have had little or no practical experience of the working of voluntary liquidations, and were probably led away by the name 'liquidations under the supervision of the court,' which, as already explained, have nothing in common with pure court liquidations. The Bill so amended in such a vitally important part now comes again before the House of Commons at the fag end of the session. It is right to add that it is confined to England and Wales, but how can it possibly receive the consideration its importance demands?"

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

HAWKINS.—Aug. 9, at Putney, the wife of Henry Charlton Hawkins, barrister-at-law, of a son.

MARRIAGES.

CHITTY—BRADBY.—Aug. 9, at St. Jude's, Whitechapel, Herbert Chitty, of the Inner Temple, barrister-at-law, youngest son of the Honourable Mr. Justice Chitty, to Mabel Agatha, second daughter of the Rev. E. H. Bradby, D.D., Honorary Canon of St. Alban's.

NASH—PARKER.—Aug. 13, at St. Mary's, West Stow, Suffolk, Thomas Arthur Nash, of the Inner Temple, barrister-at-law, to the Honourable Augusta Parker, widow of Mr. H. C. Adamson Parker, and youngest daughter of Richard, first Baron Westbury.

SMITH—MOSTYN.—Aug. 13, at St. Mary's, Stoke, Ipswich, Charles Herbert Smith, LL.D., barrister-at-law, of Gray's-inn, to Ella, elder daughter of the Rev. J. Mostyn, of Ipswich.

DEATHS.

BUSH.—Aug. 7, at Brodick, Isle of Arran, Scotland, John Bush, Solicitor to the Law Courts and Court of Chancery, sometime of Edinburgh, and formerly of London, aged 87.

FARQUHARSON.—Aug. 6, at Fortlands, Tralee, Charles M. Farquharson, late Judge of the Supreme Court of Judicature, Jamaica, and of Persie, Perthshire, aged 75.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

FRASER, GRANT, & Co, LIMITED—By an order made by North, J, dated June 19, it was ordered that the voluntary winding up of the company be continued Myatt, Abchurch lane, solor for petner

INTERNATIONAL CABLE Co, LIMITED—Stirling, J, has fixed Thursday, Aug 21, at 12, at his chambers, for the appointment of an official liquidator

THE TAMABUGAL NITRATE Co, LIMITED—Creditors are required, on or before Sept 25, to send their names and addresses, and the particulars of their debts or claims, to Francis Henry Evans, 70, Gracechurch st Bircham & Co, Old Broad st, solors for liquidator

TRAFALGAR Co, LIMITED—Chitty, J, has fixed Tuesday, Aug. 19, at 12, at the chambers of the Vacation Judge, for the appointment of an official liquidator

FRIENDLY SOCIETY DISSOLVED.

FIDELITY SOCIETY, Nelson Tavern, Ashton-under-Lyne, Lancaster Aug 6

London Gazette.—TUESDAY, August 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EUREKA REFRIGERATING Co, LIMITED.—Chitty, J., has fixed Friday, Aug 22, at 12, at the chambers of the Vacation Judge, for the appointment of an official liquidator

FRASER, GRANT, & Co, LIMITED.—Creditors are required, on or before Sept 28, to send their names and addresses, and the particulars of their debts and claims, to B. B. Smith, 48, King William st. Irvine & Co, solors for liquidator

IPSWICH AND SUFFOLK LICENSED VICTUALLERS' CO-OPERATIVE GROCERY AND PROVISION Co,

LIMITED.—By an order made by Kay, J, dated Aug 2, it was ordered that the voluntary winding up of the company be continued Edridge, Gray's inn sq, agent for Mills, Ipswich, solor for the company and liquidator

THE MADRAS PRESIDENCY DIAMOND FIELDS, LIMITED.—Creditors are required, on or before Nov 7, to send their names and addresses, and the particulars of their debts or claims, to Charles Douglas Napier Grant, 1 and 2, Great Winchester st

THE SCHANSCHIEFF ELECTRIC BATTERY SYNDICATE, LIMITED.—Creditors are required, on or before Aug 19, to send their names and addresses, and the particulars of their debts and claims, to Richard Rabbidge, 32, Poultry

WESTON'S MUSIC HALL CO, LIMITED—By an order made by North, J, dated July 26, it was ordered that the voluntary winding up of the company be continued Gover, solor for petner

YORKSHIRE AERATED BREAD AND RESTAURANT CO, LIMITED—Petition for winding up, presented August 2, directed to be heard before Lawrance, J., on August 20 Bartram, Telegraph st, solor for petner

UNLIMITED IN CHANCERY.

NEWCASTLE, NORTHUMBERLAND, AND DURHAM PERMANENT BENEFIT BUILDING SOCIETY—Chitty, J, has fixed Thursday, August 21, at 12, at the chambers of Stirling, J, for the appointment of an official liquidator

FRIENDLY SOCIETIES DISSOLVED.

UNITED KENTISH BRITONS FRIENDLY SOCIETY, Chequers Inn, Capel, Kent August 2

WIDOWS AND ORPHANS RELIEF FUND, Gloucester District, Odd Fellows Hall, Barton st, Gloucester August 2

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 1.

GREEN, JAMES COLE, Croxted rd, West Dulwich, Builder. Aug 30. Green v. Green, North J. Peard, Sise lane, Mansion house

London Gazette.—TUESDAY, Aug. 5.

MUDIE, ISABELLA, Gt Hormead, Hertford. Sept 30. Baker v. Lawrence, North, J. Nash, Royston

FOUNTAIN, JOHN THOMAS, Barrow Hall, Derby, Esq. Sept 1. Fountain v. Barrow, Kay, J. Wansey & Co, Moorgate st

PUET, GEORGE, Lyndhurst sq, Peckham, Bottled Beer Merchant. Sept 15. Dain v. Dain, Chitty, J. Haines, Serjeant's inn, Fleet st

London Gazette.—FRIDAY, Aug. 8.

FLETCHER, STEPHENSON, sen, Hexham, Northumberland, Gent. Aug 30. Fletcher v. Fletcher, Registrar, Durham. Hedwith, South Shields

FLETCHER, STEPHENSON, jun, South Shields, Tallow Chandler. Aug 30. Fletcher v. Fletcher, Registrar, Durham. Hedwith, South Shields

READ, ARABELLA, Woodlands, Isleworth. Sept 12. Galloway v Harris, Chitty, J. Barrs, Clement's inn, Strand

WOOD, WILLIAM, St John's Park, Blackheath, Gent. Sept 12. Wood v Wood, Chitty, J. Rhodes, Chancery lane

London Gazette.—TUESDAY, Aug. 12.

MORRIS, Sir EVAN, Roseneath, Wrexham. Oct 1. Travers v Morris, Stirling, J. Hawkins, Wrexham

WILLIAMS, JAMES, Panteg, Monmouth, Chemist. Sept 16. Woodley v Williams, Stirling, J. Morgan, Newport

UNDER 22 & 23 VICT. CAP 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 8.

ARCHDALE, MARY, Witney st, Sheffield. Oct 1. Porrett, Sheffield

BEARD, ROBERT JAMES, Newark upon Trent, Bank Manager. Sept 29. Maples & McCraith, Nottingham

BOND, GRACE MARIA, Ribchester, Lancs. Sept 15. W. & J. Cooper, Preston

BRIGGS, THOMAS, Martin by Timberland, Lincs, Machine Owner. Sept 1. Tweed & Co, Lincoln

BROWN, JOHN, Morpeth, Northumberland, Innkeeper. Sept 1. G. & F. Brumell, Morpeth

BURROUGHS, ROWLAND KIDSON, Littleborough, Lancs, Watchmaker. Nov 1. Rawnsley & Peacock, Bradford

CARNAC, HENRIETTA RIVETT, Lewisham, Kent. Sept 10. Meynell & Pemberton, Whitehall pl

CARTER, HENRY, Bolton, Beerseller. Aug 20. Mather, Bolton

CLAY, RICHARD, Bread st hill, Printer. Aug 31. Munton & Morris, Queen Victoria st

CLEGG, HANNAH, Cheetham, Manchester. Sept 8. Gaunt & Lingard, Manchester

CLINCH, HENRY RICHARD STRINGER, Santley st, Brixton, Professional Singer. Sept 10. Eardley-Holt & Hulbert, Charles st, St. James

HOWISON, ELIZABETH ELEANOR, Cheltenham. Sept 1. F. & E. Griffiths, Cheltenham

HURLSTON, HAROLD JAMES, Chipping Campden, Glos. Sept 6. Hancock & Co., Shipston on Stour

KEYNES, SARAH, Radipole, Dorset. Sept 8. Watts, Yeovil

MCGEORGE, AMELIA, Mount Pleasant, Liverpool. Sept 30. Morecroft & Co., Liverpool

MCGEORGE, ELIZABETH, Mount Pleasant, Liverpool. Sept 30. Morecroft & Co, Liverpool

MIMPRISS, ELIZABETH MARY, Davies st, Berkeley sq, Jeweller. Sept 15. Jas. A. Stirling, General Manager, Trustees Insurance Corporation, Winchester House, Old Broad st

MINNS, SOPHIA ANNIE, Castle st, Bristol. Finch & Turner, Cannon st

MITCHELL, JOSHUA, Towlaw, Durham, Gent. Sept 6. Hodgson, Stanhope, via Darlington

MUDDYMAN, GEORGE EDWIN, Amott rd, Peckham, Licensed Victualler. Sept 13. Collins & Collins, King William st

NETHERCOTE, CHARLOTTE FRANCES, Moulton Grange, Northampton. Sept 5. Griffith, Old Serjeant's inn

NEWCOMBE, WILLIAM LEGGE, Okehampton, Devon, Retired Currier. Aug 23. Wellington, jun, Crediton

ROBERTS, ANNE, South Mount st, Leeds. Sept 13. Simpson & Denham, Leeds

SEARLE, JACOB, Worthing, Retired Brewer. Sept 15. Verrall, Worthing

STEPHENSON, JAMES, Newcastle upon Tyne, Brewer's Traveller. Sept 19. Joel & Parsons, Newcastle upon Tyne

STOCK, SUSAN, Cheltenham. Aug 31. Bubb & Co, Cheltenham

STUBBS, WILLIAM HENRY, Manchester, Civil Engineer. Sept 30. Unsworth, Bolton

TURPIN, JOHN EDWARD FINLEY, Wivenhoe, Essex. Aug 23. Pope & Co, Colchester

If the house in which you live is going to be sold over your head, why not purchase it? Don't cripple your business by taking the purchase-money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal and cheap advance from the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C. Full particulars free by post.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 8.

RECEIVING ORDERS.

ALLEN, RICHARD, Mansfield pl, Kentish Town, Bronze Powder Manufacturer High Court Pet Aug 1 Ord Aug 1

BARTON, FREDERICK CHARLES, London rd, Staines, Grocer Kingston, Surrey Pet Aug 1 Ord Aug 1

BENSON, JOSEPH HALL, Morley, Yorks, Grocer Dewsbury Pet Aug 5 Ord Aug 5

BROOKE, WILLIAM, Ripple, Worcs, Assistant Overseer of the Poor. Worcester Pet July 29 Ord July 29

CARSON, ROBERT THISTLETHWAITE, Sharrow, Sheffield, Novelist Sheffield Pet Aug 6 Ord Aug 6

CATHRICK, CHARLES JONATHAN, Stockwell Park cres, Brixton, Clerk in G. P. O. High Court Pet Aug 1 Ord Aug 1

CHESTER, HENRY, Long acre, Commercial Clerk High Court Pet July 9 Ord Aug 5

CLOUGH, JOSEPH, Bradford, Bread Baker Bradford Pet Aug 6 Ord Aug 6

CROMACK, JOSEPH, Leeds, Auctioneer Leeds Pet Aug 2 Ord Aug 2

DOWNING, FREDERICK BLYTH, Southtown, Suffolk, Smack-owner Gt Yarmouth Pet Aug 5 Ord Aug 5

EAVES, WILLIAM, Birmingham, Boot Dealer Birmingham Pet July 16 Ord July 30

EDWARDS, GEORGE, jun, Tunbridge Wells, Builder Tunbridge Wells Pet Aug 2 Ord Aug 2

ELLIS, ROBERT, Gt Fransham, Norfolk, Miller Norwich Pet Aug 6 Ord Aug 6

HARRIS, HENRY LLEWELLYN CHARLES, Knatchbull rd, Camberwell, formerly Auctioneer's Clerk High Court Pet July 31 Ord July 31

HART, HENRY JAMES, Birmingham, Livery Stable Keeper Birmingham Pet Aug 6 Ord Aug 6

HART, WILLIAM TIBBETTS, Moorgate st, Solicitor High Court Pet July 18 Ord Aug 1

HUGHES, JOSEPH WILLIAM, Worcester, Horse Dealer Worcester Pet July 23 Ord July 28

HUMBERSTONE, ELIZABETH, Chelmsford, Innkeeper Chelmsford Pet Aug 5 Ord Aug 5

HUMBERSTONE, WILLIAM EDWARD, Chelmsford, Innkeeper's Manager Chelmsford Pet Aug 5 Ord Aug 5

JONES, MORRIS, Graham st, City rd, Dairyman High Court Pet June 24 Ord Aug 1

JONES, SAMUEL WALTER HULLAND, Worcester, Ironmonger Worcester Pet July 31 Ord July 31

JORDAN, JOHN, Birmingham, Manufacturing Jeweller Birmingham Pet Aug 6 Ord Aug 6

JULIUS, ABRAHAM, Leman st, Whitechapel, Boot Manufacturer High Court Pet Aug 2 Ord Aug 2

KENDALL, NATHANIEL WILLIAM, Brighton, Painter Brighton Pet Aug 5 Ord Aug 5

KIRKLAND, JOHN MILLS, Bingham, Notts, Cottager Nottingham Pet Aug 2 Ord Aug 2

LANGFORD, [ALBERT FREDERIC, King's Lynn, Outfitter King's Lynn Pet Aug 2 Ord Aug 2

MARCUSSEN, HENRY, London rd, Stationer High Court Pet July 11 Ord July 30

MILLAR, JAMES, Wrexham, Denbigh, Draper Wrexham Pet Aug 5 Ord Aug 5

MITSCHKE, HAROLD, West Hartlepool, Watchmaker Sunderland Pet July 24 Ord Aug 6

MORISON, ARCHIBALD, Liverpool, General Commission Merchant Liverpool Pet Aug 5 Ord Aug 5

NELSON, WILLIAM, Stradishall, Suffolk, Innkeeper Cambridge Pet Aug 6 Ord Aug 6

NICHOLSON, H. WHALLEY, Lee on the Solent, Hants, Captain in the Army Portsmouth Pet July 11 Ord July 31

NICHOLSON, JOHN, Shipley, Yorks, Stationer's Agent Bradford Pet Aug 2 Ord Aug 2

PAUL, CHARLES, Warrington, Jeweller Warrington Pet July 14 Ord July 31

POINTER, FREDERICK, Margate, House Furnisher Canterbury Pet Aug 6 Ord Aug 6

POULTER, GEORGE JAMES, Denmark Hill, Camberwell, Publican High Court Pet July 14 Ord Aug 1

RANDALL, WILLIAM, Watermoor, Cirencester, Grocer Swindon Pet Aug 6 Ord Aug 6

RICHARDS, THOMAS, Chester, Joiner Chester Pet Aug 6 Ord Aug 6

ROBERTS, JOHN, Llanberis, Carnarvonshire, Car Proprietor Bangor Pet Aug 5 Ord Aug 5

SCHWEITZER, THEODORE, Cardiff, Commission Agent Cardiff Pet Aug 2 Ord Aug 2

WHEATLEY, JOHN, Leeds, Dealer in Bedsteads Leeds Pet Aug 5 Ord Aug 5

WILLIAMS, ROBERT, Carnarvon, Ironmonger Bangor Pet Aug 6 Ord Aug 6

FIRST MEETINGS.

BROOKE, WILLIAM, Naunton, Ripple, Worcs, Assistant Overseer of the Poor Aug 16 at 11 Off Rec, Worcester

COPUS, HERBERT, Hornsey rd, Holloway, Corn Chandler Aug 20 at 1 33, Carey st, Lincoln's inn fields

DODD, JAMES ARTHUR, Chorlton upon Medlock, Manchester, Salesman Aug 15 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester

FEWSON, HARTLEY, Canterbury, Licensed Victualler Aug 22 at 11 Off Rec, 5, Castle st, Canterbury

GRIMSHAW, JAMES, Manchester, Builder Aug 21 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester

HARTLEY, JOHN, Canterbury, Fishmonger Aug 22 at 1 Off Rec, 5, Castle st, Canterbury

HOLMES, WILLIAM, and HENRY HAIGH, Bradford, Joiners Aug 15 at 12.30 Off Rec, 31, Manor row, Bradford

HUGHES, JOSEPH WILLIAM, Worcester, Horse Dealer Aug 16 at 10.30 Off Rec, Worcester

ILIFFE, ENOCH, Potterspury, Northampton, Grazier Aug 19 at 12 County court bldngs, Northampton

JENKINS, JOHN, Treeynon, Aberdare, Grocer Aug 20 at 2 Off Rec, Merthyr Tydfil

JONES, SAMUEL WALTER HULLAND, Worcester, Ironmonger Aug 15 at 11.30 Off Rec, Worcester

KEARLEY, JOHN, late Park rd, Haverstock Hill Aug 15 at 1 33, Carey st, Lincoln's inn fields

KUSEL, MAXIME, Great Portland st, Commission Agent Aug 15 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

LEEDHAM, JAMES HOLLINGS, and ARTHUR FOX, Upper Wortley, Leeds, Spade Manufacturers Aug 15 at 11 Off Rec, 22, Park row, Leeds

MARTIN, THOMAS, Gerrard st, Soho, Publican Aug 15 at 12 33, Carey st, Lincoln's inn fields

MASON, FREDERICK WILLIAM, late Gt Tower st, Tea Merchant Aug 20 at 12 33, Carey st, Lincoln's inn fields

NEWMAN, OWEN EDWIN, Rayne, Essex, late Brewer's Manager Aug 15 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

NICHOLSON, HENRY WHALLEY, Lee on Solent, Hants, Captain in the Army Aug 25 at 3.30 166, Queen st, Portsea

NICHOLSON, JOHN, Shipley, Yorks, Stationer's Agent Aug 16 at 11 Off Rec, 31, Manor row, Bradford

POWELL, E GRANT, King William st, Company Promoter Aug 20 at 11 33, Carey st, Lincoln's inn fields

POWELL, MARGARET, Mountain Ash, Glam, Boot Dealer Aug 15 at 2 Off Rec, Merthyr Tydfil

REDSTONE, CHARLES, Southampton, Land Agent Aug 15 at 11 Off Rec, 4, East st, Southampton

TERRY, THOMAS, WILLIAM TERRY, and CHARLES TERRY, Canterbury, Builders Aug 22 at 12 Off Rec, 5, Castle st, Canterbury

WILLIAMS, HERBERT MICHAEL, Sutherland pl, Bayswater, retired Major in the Middlesex Regiment Oct 8 at 11 33, Carey st, Lincoln's inn fields

ZELLER, JOSEPH, Mentmore terce, Hackney, Shoe Manufacturer Aug 20 at 11 33, Carey st, Lincoln's inn fields

ADJUDICATIONS.

ALLEN, RICHARD, Mansfield place, Kentish Town, Bronze Powder Manufacturer High Court Pet Aug 1 Ord Aug 1

BARON, JANE, and JOB HOLD BARON, Barnsley, Tobacconists Barnsley Pet July 11 Ord Aug 5

BENSON, JOSEPH HALL, Morley, Yorks, Grocer Dewsbury Pet Aug 5 Ord Aug 5

BROOKE, WILLIAM, Naunton, Ripple, Worcestershire,

Assistant Overseer of the Poor Worcester Pet July 29 Ord July 29

BROWNE, JOHN, Hanham, Bitton, Glos, Licensed Victualler Bristol Pet July 30 Ord Aug 5

CARLTON, STEPHEN OLIVE, Wedmore gdns, Upper Holloway, Commercial Traveller High Court Pet July 24 Ord Aug 4

CARNELLEY, JARVIS, Birmingham, Electro Plater Birmingham Pet July 25 Ord July 30

CLOUGH, JOSEPH, Bradford, Bread Baker Bradford Pet Aug 5 Ord Aug 6

CROMACK, JOSEPH, Leeds, Auctioneer Leeds Pet Aug 2 Ord Aug 2

DOWNING, FREDERICK BLYTH, Southtown, Suffolk, Smackowner Great Yarmouth Pet Aug 5 Ord Aug 5

EAVES, WILLIAM, Birmingham, Boot Dealer Birmingham Pet July 15 Ord July 31

ELLIS, ROBERT, Great Fransham, Norfolk, Miller Norwich Pet Aug 6 Ord Aug 6

EVERARD, JOHN MILLER, Earl Shilton, Leicestershire, late Hosiery Manufacturer Leicester Pet July 31 Ord July 31

FOLKES, JOHN, Landport, Money Lender Portsmouth Pet under sec 5, Debtors Act, 1869 Ord July 21

GOSLETT, FREDERICK, Salisbury, Coal Merchant Salisbury Pet July 26 Ord Aug 2

GOSS, JOHN, Tiverton, Devon, Baker Exeter Pet July 31 Ord July 31

GOTTWALTZ, WILLIAM GEORGE, Cardiff, Solicitor Cardiff Pet June 2 Ord Aug 5

GREEN, HENRY MARTIN, Havant, Solicitor Portsmouth Pet June 11 Ord July 31

HARRIS, HENRY LLEWELLYN CHARLES, Knatchbull rd, Camberwell, formerly Auctioneer's Clerk High Court Pet July 31 Ord July 31

HUGHES, JOSEPH WILLIAM, Worcester, Horse Dealer Worcester Pet June 28 Ord July 28

JAMES, WILLIAM CORY, Mark lane, Seed Salesman High Court Pet July 7 Ord July 31

JONES, MORRIS, Gresham st, City rd, Dairyman High Court Pet June 24 Ord Aug 5

JONES, SAMUEL WALTER HULLAND, Worcester, Ironmonger Worcester Pet July 31 Ord July 31

JULIUS, ABRAHAM, Leman st, Whitechapel, Boot Manufacturer High Court Pet Aug 2 Ord Aug 6

KENDALL, NATHANIEL WILLIAM, Brighton, Painter Brighton Pet Aug 5 Ord Aug 6

KIRKLAND, JOHN MILLS, Bingham, Notts, Cottager Nottingham Pet Aug 2 Ord Aug 2

LANGFORD, ALBERT FREDERIC, King's Lynn, Outfitter King's Lynn Pet Aug 2 Ord Aug 2

LANGTON, JOSEPH, Queen Victoria st, Solicitor High Court Pet June 12 Ord Aug 5

MASON, FREDERICK WILLIAM, late Gt Tower st, Tea Merchant High Court Pet June 26 Ord Aug 2

MATHEW, GEORGE JEREMIAH, and CHARLES DAVID WHITING, Gt George st, Westminster, Solicitors High Court Pet June 5, 11 Ord July 31

MILTON, BENJAMIN JOHN, Sheffield, Milliner Sheffield Pet July 16 Ord Aug 1

NELSON, WILLIAM, Stradishall, Suffolk, Innkeeper Cambridge Pet Aug 5 Ord Aug 6

NICHOLSON, JOHN, Shipley, Stationer's Agent Bradford Pet Aug 1 Ord Aug 2

PANKHURST, EDMUND, New Cross rd, Deptford, Oilman High Court Pet July 30 Ord July 31

PRICE, FREDERICK, Freemantle, Southampton, Dairyman Southampton Pet July 31 Ord Aug 2

RANDALL, WILLIAM, Watermoor, Cirencester, Grocer Swindon Pet Aug 6 Ord Aug 6

ROBERTS, JOHN, Llanberis, Carnarvon, Car Proprietor Bangor Pet Aug 5 Ord Aug 5

SCHWEITZER, THEODORE, Cardiff, Commission Agent Cardiff Pet Aug 2 Ord Aug 2

SEWELL, HENRY, Warwick rd, Kensington, Gent High Court Pet Feb 11 Ord July 31

TITHERIDGE, JAMES WILLIAM, High st, Wood Green, Draper Edmonton Pet July 17 Ord Aug 1

VAN LACY, THOMAS ALFRED, Cornhill, Stockbroker High Court Pet May 20 Ord July 31

WHEATLEY, JOHN, Leeds, Dealer in Bedsteads Leeds Pet Aug 5 Ord Aug 5

WHITE, WILLIAM, Brighton, Baker Brighton Pet Aug 1 Ord Aug 6

ADJUDICATIONS ANNULLED.

PITCHFORTH, MARY ANN, Birkdale, Lancashire, Lodging-house Keeper Liverpool Adjud May 6, 1887 Annul Aug 1

WOODWARD, SAM BARKWELL, Nuneaton, Warwickshire, Bricklayer Coventry Adjud March 20 Annul Aug 5

London Gazette.—TUESDAY, Aug. 12.

RECEIVING ORDERS.

ABEL, JOSEPH, Kidderminster, Baker Kidderminster Pet Aug 2 Ord Aug 2

ABRAHAMS, LAZARUS, Gt Prescott street, Wholesale Furrier High Court Pet Aug 7 Ord Aug 7

BAINBRIDGE, JAMES, North Ormesby, Innkeeper Stockton on Tees and Middlesborough Pet July 25 Ord Aug 7

BARNES, EDMUND CHARLES, Bath st, City rd, Shoemercer High Court Pet Aug 6 Ord Aug 6

BATH, JAMES, Blandford Forum, Dorset, Baker Dorchester Pet Aug 2 Ord Aug 8

BOWEN, DAVID, Cilrhedyn, Carmarthenshire, Farmer Carmarthen Pet Aug 6 Ord Aug 7

CASTLEDON, FRED, Intake, nr Sheffield, Licensed Victualler Sheffield Pet Aug 8 Ord Aug 8

CASSON, JONATHAN, Windermere, Livery Stable Keeper Kendal Pet Aug 2 Ord Aug 9

CHARLES, FREDERICK HARRY, Church st, Soho, Manufacturing Jeweller High Court Pet Aug 8 Ord Aug 8

CLARKE, JAMES, Harpurhey, late Agent Manchester Pet Aug 2 Ord Aug 7

COLLARD, THOMAS WHITE, Herne Bay, Kent, Clerk to the Herne Bay Local Board Canterbury Pet July 16 Ord Aug 8

DAVIES, FREDERICK, Shrewsbury, Builder Shrewsbury Pet Aug 9 Ord Aug 9

DUCKER, JOHN CAMPBELL, Claughton, Birkenhead, Gent Birkenhead Pet July 29 Ord Aug 8

DRINKWATER, JOHN, Blackley, Lancs, Plumber Manchester Pet Aug 8 Ord Aug 8

DUCKHOUSE, THOMAS, Cardiff, Butcher Cardiff Pet Aug 5 Ord Aug 5

EDWARDS, JAMES, Kingston upon Hull, Smackowner Kingston upon Hull Pet Aug 7 Ord Aug 7

HILL, WILLIAM, Goswell rd, Auctioneer High Court Pet July 2 Ord Aug 8

HYDE, WILLIAM, Birmingham, Fruiterer Birmingham Pet Aug 7 Ord Aug 7

JACOBS, JOSHUA, Arundel sq, Barnsbury, Furrier High Court Pet July 21 Ord Aug 8

JONES, ELIZABETH, Pontwelly, Llandyssul, Carmarthenshire, Coal Merchant Carmarthen Pet Aug 7 Ord Aug 7

MARKS, EZEKIEL, Birmingham, Tailor Birmingham Pet July 17 Ord Aug 9

MCINNES, ALLAN, Manchester, Boot Manufacturer Manchester Pet Aug 2 Ord Aug 7

MILLER, ROBERT, Fordingley rd, Shirland rd, Paddington, Cab Proprietor High Court Pet Aug 7 Ord Aug 7

NORRIS, JOSEPH WILLIAM, Caistro Park rd, West Ham, Builder High Court Pet May 30 Ord Aug 6

NOSOTTI, CHARLES, Oxford st, Upholsterer High Court Pet July 10 Ord Aug 9

PRYNNE, AMBROSE BERNARD, Moseley, Worcs, Merchant's Clerk Birmingham Pet Aug 8 Ord Aug 8

ROBERTS, ALBERT, Sheffield, Sanitary Engineer Sheffield Pet Aug 8 Ord Aug 8

ROBERTS, JOHN JARRETT, Upper Bangor, Carnarvonshire, Music Dealer Bangor Pet Aug 6 Ord Aug 6

ROBINSON, A., Walthamstow, Builder High Court Pet July 23 Ord Aug 7

ROGERS, CHARLES WALROUS, St Michael's alley, Cornhill, Merchant High Court Pet May 13 Ord July 10

ROGERS, JAMES WILLIAM, Landport, Sign Writer Portsmouth Pet Aug 8 Ord Aug 8

SAVAGE, WILLIAM HENRY, Darlaston, Staffs, Grocer Walsall Pet Aug 5 Ord Aug 5

SIMPSON, G., Wymond st, Putney, Builder Wandsworth Pet June 12 Ord Aug 7

SMITH, ALFRED, Dudley hill, nr Bradford, Journeyman Iron Moulder Bradford Pet Aug 6 Ord Aug 6

STEVENS, SANDERS, and HENRY JOHN HAYNES, Plymouth, Ship Brokers East Stonehouse Pet July 28 Ord Aug 7

TRIGG, SAMUEL, Ogmore, nr Bridgend, Glam, Beerhouse Keeper Cardiff Pet Aug 8 Ord Aug 8

WALKER, THOMAS, Barrow in Furness, Timekeeper Barrow in Furness Pet Aug 8 Ord Aug 8

WESTWICK, WICKWAR, & Co., late Fenchurch st High Court Pet June 17 Ord Aug 7

WYATT, JOHN, Cavendish rd, Hornsey, Mercantile Clerk High Court Pet Aug 8 Ord Aug 8

FIRST MEETINGS.

ALLEN, RICHARD, Mansfield place, Kentish Town, Bronze Powder Manufacturer Aug 20 at 12 Bankruptcy bldngs, Lincoln's inn

BAROX, JANE, and JOB HOLD BAROX, Barnsley, Tobacconists Aug 20 at 11.30 Off Rec, 1, Hanson st, Barnsley

BOWEN, DAVID, Cilrhedyn, Carmarthenshire, Farmer Aug 19 at 2 Off Rec, 11, Quay st, Carmarthen

BURTON, CHARLES, Elthruda rd, Lewisham, Builder Aug 20 at 11 24, Railway approach, London Bridge

CASSON, ROBERT THISTLETHWAITE, Sharrow, Sheffield, Novelist Aug 20 at 3 Off Rec, Figtree lane, Sheffield

CLOUGH, JOSEPH, Bradford, Baker Aug 20 at 11 Off Rec, 31, Manor row, Bradford

CRACKNELL, GEORGE, Great Grimsby, Fisherman Aug 20 at 11.30 Off Rec, 3, Haven st, Great Grimsby

CROMACK, JOSEPH, Leeds, Auctioneer Aug 20 at 11 Off Rec, 22, Park row, Leeds

DAVIES, FREDERICK, Shrewsbury, Builder Aug 22 at 2 Off Rec, Shrewsbury

DAWSON, EDWARD JOHN, Reading, Factory Operative Aug 21 at 12 Queen's Hotel, Reading

DOWLER, THOMAS WILLIAM, Birmingham, Jeweller Aug 21 at 11 25, Colmore row, Birmingham

GURTON, FRANK, late Wandsworth rd, Pawnbroker's Salesman Aug 19 at 10.30 24, Railway approach, London Bridge

HARRIS, HENRY LLEWELLYN CHARLES, Knatchbull rd, Camberwell, formerly Auctioneer's Clerk Aug 21 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn

HAYNES, HENRY JOHN, Plymouth, Ship Broker Aug 22 at 12 10, Athenæum ter, Plymouth

HELMORE, FREDERICK GEORGE, Grafton st, Surveyor Aug 21 at 12 33, Carey st, Lincoln's inn

HENSHALL, JOHN, Barnsley, Gardener Aug 20 at 12 Off Rec, 1, Hanson st, Barnsley

HORN, CHRISTOPHER, Bushey, Herts, Grocer Aug 19 at 12.30 Malden Hotel, Watford

HUMPHEYS, HARRY, Forest ter, Capel rd, Forest Gate, Mercantile Clerk Aug 21 at 1 33, Carey st, Lincoln's inn

JONES, ELIZABETH, Pontwelly, Llandyssul, Carmarthenshire, Coal Merchant Aug 19 at 2.30 Off Rec, 11, Quay st, Carmarthen

KELLEY, GEORGE, Willenhall, Staffs, Lock Manufacturer Aug 20 at 12 Off Rec, Wolverhampton

KIRKLAND, JOHN MILLS, Bingham, Notts, Cottager Aug 19 at 11 Off Rec, 86 Peter's Church walk, Nottingham

MILTON, BENJAMIN JOHN, Sheffield, Milliner Aug 21 at 11 33, Carey st, Lincoln's inn

NELSON, WILLIAM, Stradishall, Suffolk, Innkeeper Aug 20 at 12 Off Rec, 5, Petty Cury, Cambridge

POINTER, FREDERICK, Margate, House Furnisher Aug 23 at 11 Bankruptcy bldngs, Lincoln's inn

ROGERS, JAMES WILLIAM, Landport, Sign Writer Aug 25 at 4 166, Queen st, Portsea

SAVAGE, WILLIAM HENRY, Darlaston, Staffs, Grocer Aug 27 at 11.30 Off Rec, Walsall

SCHWEITZER, THEODORE, Cardiff, Commission Agent Aug 26 at 12 Off Rec, 29, Queen st, Cardiff

SMITH, ALFRED, Dudley Hill, nr Bradford, Journeyman Iron Moulder Aug 20 at 11.30 Off Rec, 31, Manor row, Bradford

SMITH, DAVID, and ABRAHAM WOOLF SMITH, Crispin st, Spitalfields, Butchers Aug 19 at 1 33, Carey st, Lincoln's inn

STEVENS, SANDERS, and HENRY JOHN HAYNES, Plymouth, Ship Brokers Aug 22 at 11 10, Athenæum ter, Plymouth

TEALE, WILLIAM, Alverthorpe, nr Wakefield, Joiner Aug 19 at 11 Off Rec, Bond ter, Wakefield

THORNTON, LIONEL REGINALD, Wells st, Oxford st, Schoolmaster Aug 19 at 11 33, Carey st, Lincoln's inn

THURMAN, JOHN EDWARD, Heckmondwike, Salesman Aug 19 at 11 Off Rec, Bank chbrs, Batley

TITHERIDGE, JAMES WILLIAM, High st, Wood Green, Draper Aug 19 at 3 95, Temple chmbrs, Temple avenue

WESTOBY, JAMES, Scunthorpe, Lincs, Weighman Aug 20 at 11 Off Rec, 3, Haven st, Great Grimsby

WHITE, WILLIAM, West Brighton, Baker Aug 19 at 12 Off Rec, 4, Pavilion bldngs, Brighton

WRIGHT, SIDNEY, Manor Park rd, Harlesden, Builder Aug 19 at 12 33, Carey st, Lincoln's inn fields

ADJUDICATIONS.

ABEL, JOSEPH, Kidderminster, Baker Kidderminster Pet Aug 2 Ord Aug 2

ABRAHAMS, LAZARUS, Great Prescott st, Wholesale Furrier High Court Pet Aug 7 Ord Aug 7

BARTON, FREDERICK CHARLES, London rd, Staines, Grocer Kingston, Surrey Pet Aug 1 Ord Aug 6

BATH, JAMES, Blandford Forum, Dorset, Baker Dorchester Pet Aug 2 Ord Aug 8

BOADLE, ABEL, Liverpool, Flour Dealer Liverpool Pet July 16 Ord Aug 7

BOTTOMLEY, WALTER FEATHER, Leeds, Perambulator Manufacturer Leeds Pet June 19 Ord Aug 8

BOWEN, DAVID, Cilrhedyn, Carmarthenshire, Farmer Carmarthen Pet Aug 6 Ord Aug 7

CASSON, JONATHAN, Windermere, Livery Stable Keeper Kendal Pet Aug 8 Ord Aug 9

CATHRICK, CHARLES JONATHAN, Stockwell Park crescent, Brixton, Clerk in G. P. O. High Court Pet Aug 1 Ord Aug 7

CLARKE, JAMES, Harpurhey, Manchester, late Agent Manchester Pet Aug 7 Ord Aug 7

COOPER, JOHN HALCOMBE, Gosport, Licensed Victualler Portsmouth Pet July 18 Orrd Aug 8

DRINKWATER, JOHN, Blackley, Lancs, Plumber Manchester Pet Aug 8 Ord Aug 8

DUCKHOUSE, THOMAS, Cardiff, Butcher Cardiff Pet Aug 5 Ord Aug 5

EDWARDS, GEORGE, the younger, Tunbridge Wells, Kent, Builder Tunbridge Wells Pet Aug 2 Ord Aug 7

EDWARDS, JAMES, Kingston upon Hull, Smackowner Kingston upon Hull Pet Aug 7 Ord Aug 7

GURTON, FRANK, Wandsworth rd, Pawnbroker's Salesman Wandsworth Pet July 1 Ord Aug 7

HUMBERSTONE, ELIZABETH, Chelmsford, Essex, Innkeeper Chelmsford Pet Aug 5 Ord Aug 6

HUMBERSTONE, WILLIAM EDWARD, Chelmsford, Innkeeper's Manager Chelmsford Pet Aug 5 Ord Aug 6

JONES, ELIZABETH, Pontwelly, Llandyssul, Carmarthenshire, Coal Merchant Carmarthen Pet Aug 7 Ord Aug 7

NICHOLSON, HENRY WHALLEY, Lee on the Solent, Hants, Capt in H.M.'s Army Portsmouth Pet July 11 Ord Aug 7

PLUMB, ROBERT MINSON, Upwell, Norfolk, Manure Merchant's Agent King's Lynn Pet July 31 Ord Aug 7

ROBERTS, ALBERT, Sheffield, Sanitary Engineer Sheffield Pet Aug 8 Ord Aug 8

ROBERTS, JOHN JARRETT, Upper Bangor, Carnarvonshire, Music Dealer Bangor Pet Aug 6 Ord Aug 6

ROGERS, JAMES WILLIAM, Landport, Sign Writer Portsmouth Pet Aug 8 Ord Aug 8

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TRIGG, SAMUEL, Ogmore, nr Bridgend, Glam, Beerhouse Keeper Cardiff Pet Aug 8 Ord Aug 8

TRUBSHAW, CHARLES, the Parade, Hanwell, Chemist Brentford Pet July 31 Ord Aug 6

WALKER, THOMAS, Barrow in Furness, Timekeeper Barrow in Furness Pet Aug 8 Ord Aug 8

WATERS, THOMAS, Gosport, Baker Portsmouth Pet July 18 Ord Aug 7

ZELLER, JOSEPH, Mentmore terce, Hackney, Shoe Manufacturer High Court Pet July 26 Ord Aug 8

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